



JPB Board of Directors
Meeting of November 2, 2023

Supplemental Reading File

<u>#</u>	<u>Subject</u>
1	Draft JPB Agreement for Insurance Brokerage Services Exhibit Exhibit A - RFP 23-J-
2	S-T-P-054
3	Exhibit B - USI Proposal Insurance Brokerage
4	Exhibit C - Cost Proposal
5	2023-11-2 Caltrain State Board Report
6	Caltrain September 2023 Federal Update (2)
7	Metropolitan Transportation Commission (MTC) / Regional Update

1. APPENDIX B.2: JPB SAMPLE AGREEMENT

AGREEMENT BETWEEN THE PENINSULA CORRIDOR JOINT POWERS
BOARD (JPB)
AND
USI INSURANCE SERVICES (CONSULTANT)

AGREEMENT SUMMARY

Board of Directors' Date of Award: 11/2/23

Resolution Number: 2023-xx

Effective Date of Agreement: 1/1/24

Services to be Performed (Section 1):

The Services to be performed under this Agreement consist of:
Provide Insurance Brokerage Services

Term of Agreement (Section 3): Five year base term with one 2-year option

Consultant's Key Representative (Section 4):

Name: Barbra Goodwin **Title:** Senior Vice President

Address: 575 Market St. Suite 3750, San Francisco, CA 94105

Tel. 650 766 0527 **Email:** barrbara.goodwin@usi.com

Compensation (Section 5):**A. Insurance Brokerage Services:**

- 1. The aggregate amount of this contract shall not to exceed the All-Inclusive, Five-Year Firm-Fixed Grand Total Price of \$599,487.**

On-Call Services: Firm-Fixed Hourly Rates for the Five-Year Term are set forth in Exhibit B

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

The scope of the CONSULTANT's services shall consist of the services set forth in the Request for Proposals dated _____, attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT's written proposal dated _____, attached hereto and incorporated herein as Exhibit B.

A. **Insurance Brokerage Services**

This is an Agreement to provide **Insurance Brokerage Services**. The CONSULTANT agrees to provide these services to the JPB in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing insurance brokerage services (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

B. **On-Call Services**

CONSULTANT understands that periodically it may be required to provide insurance brokerage services that are not specifically defined in the Contract Documents on an On-call basis. CONSULTANT agrees to exercise due diligence and professional standard of care in the performance of these services.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement.
- (2) Exhibit A, Request for Proposals
- (3) Exhibit B, CONSULTANT's Proposal, as accepted by the JPB.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year term commencing upon the Effective Date of the Agreement as determined by the Parties. The CONSULTANT shall furnish the JPB with all the materials and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

The JPB reserves the right, in its sole discretion, to exercise up to one two- year option term to extend the Agreement, pursuant to the terms of this Agreement. If the JPB determines to exercise the option term(s), the JPB will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement and any option term is subject to the JPB's right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. CONSULTANT'S REPRESENTATIVE

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the JPB, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The CONSULTANT agrees to perform all of the services included in Section 1 for a Total Firm-Fixed Price all inclusive amount of _____ (\$_____) in accordance with the schedule set forth in Exhibit B.

CONSULTANT agrees to perform the required on-call services included in Section 1.B at the fully burdened Firm-Fixed hourly rates plus mark-up/profit percentage ("mark-up") as stated in this Section 5 [IF INSERTING HOURLY RATES DIRECTLY INTO THIS SECTION] and in Exhibit B.

The agreed-upon hourly labor rates plus the CONSULTANT's mark-up will include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement.

The hourly labor rates and mark-up portion of the hourly labor rates will remain firm during the entire _____-year term of this Agreement. The JPB will pay the CONSULTANT in accordance with Section 6.

After the first _____ year(s) of the Agreement term, on an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may, upon written request, adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the JPB, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the JPB, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

It is understood and agreed by the parties that commissions paid to insurance companies add to the cost of insurance policies purchased in any risk management program. The JPB believes that it is appropriate to clearly define the costs of services provided and thereby determine JPB value is received for these costs. The JPB intends to pay for these services on a firm-fixed-price basis, which will allow reasonable compensation to the broker and a known, budgetable cost to the JPB. Accordingly, unless approved in writing by the JPB, the CONSULTANT shall not receive any commissions or other remuneration or benefits of any kind from any party other than the JPB for the services rendered under the Agreement with the JPB. The prohibition on the receipt of commissions or other remuneration or benefits shall apply equally to the CONSULTANT as well as any other brokers working with or for the CONSULTANT to provide services to the JPB.

6. MANNER OF PAYMENT

The CONSULTANT shall submit quarterly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description

of the work performed during the invoice period, the contract number, and the JPB Contract Administrator's name. The JPB will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The JPB reserves the right to withhold payment to the CONSULTANT if the JPB determines that the quantity or quality of the work performed is unacceptable. The JPB shall provide written notice to the CONSULTANT within 10 business days of the JPB's decision not to pay and the reasons for non-payment.

One copy of each invoice should be submitted in either hard copy (paper) format via mail or soft copy format (PDF) via email as follows:

a) Hard copy (paper) invoices must be sent to the attention of:

Accounts Payable
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306

b) Soft copy invoices must be sent to AccountsPayable@samtrans.com

7. **NOTICES**

All communications relating to the day-to-day activities of the provided services shall be exchanged between the JPB's Director of Risk Management or designee, and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the JPB: Secretary
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070

If to the CONSULTANT: Attn: Barbara Goodwin
USI Insurance Services
575 Market Street, Suite 3750
San Francisco CA, 94105

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. **OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, analysis, tables, charts, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT shall be and are the property of the JPB. The JPB shall be entitled to

copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to the JPB. If any materials are lost, damaged, or destroyed before final delivery to the JPB, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the JPB. The CONSULTANT agrees to execute any additional documents which may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

9. CONFIDENTIALITY

Any JPB materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the JPB's Executive Director or designee.

10. USE OF SUBCONSULTANTS

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the JPB, except for service firms engaged in drawing, reprographics, typing, and printing. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT shall be solely responsible for reimbursing any subconsultants and the JPB shall have no obligation to them.

11. CHANGES

The JPB may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any JPB conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT shall so advise the JPB immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation.

This notice shall be given to the JPB prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive JPB approval for extra work prior to performing extra work may, at the JPB's sole discretion, result in nonpayment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONSULTANT shall indemnify, keep and save harmless the , the City and County of San Francisco, the Santa Clara Valley Transportation Authority and the San Mateo County Transit District, the Union Pacific Railroad Company, and TransitAmerica Services, Inc. (TASI) or successor Operator of Record, and all of their respective officers, directors, employees, volunteers and agents, the successors and assigns of any of them (collectively referred to as "Indemnitees") against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the JPB or any of the other individuals enumerated above in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

13. INSURANCE

Refer to Appendix D, Insurance Requirements, appended hereto, for the Insurance requirements.

14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the JPB. The CONSULTANT is and shall be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

15. ASSIGNMENT

The CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the JPB.

16. JPB WARRANTIES

The JPB makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. JPB REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the JPB, the JPB's Executive Director or Deputy CEO, or such person or persons as they shall designate in writing from time to time, shall represent and act for the JPB.

18. WARRANTY OF SERVICES

A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable insurance brokerage firms at the time the services are rendered. In addition, CONSULTANT shall provide such specific warranties as may be set forth in other authorizations as agreed upon by the parties.

B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, the JPB shall report such deficiencies in writing to the CONSULTANT within a reasonable time. The JPB thereafter shall have:

1. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the JPB that it has undertaken said re-performance.
3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all costs associated with the re-performance of the work as a result of errors and omissions.

19. CLAIMS OR DISPUTES

The CONSULTANT shall be solely responsible for providing timely written notice to JPB of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the JPB's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the JPB, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the JPB due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the JPB, such notice shall be given to the JPB prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

There is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the JPB, and shall be governed by all applicable provisions of the Agreement. The CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT's claim, the

parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT's claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

20. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the JPB reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

The JPB, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as JPB may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of JPB to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from JPB to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by JPB.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work which the JPB has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

22. TERMINATION AND TRANSITION

A. Termination for Convenience. The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a

termination for default.

B. Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT'S actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. NOT USED

24. NOT USED

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants shall permit the JPB, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT'S books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the JPB'S auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the JPB for those costs within sixty (60) days of written notification by the JPB.

26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended,

42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the JPB deems appropriate.

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

28. CONFLICT OF INTEREST

Exhibit A sets forth important Conflict of Interest rules that will be in force throughout the term of this Agreement. In addition to those provisions, the following also apply:

A. General

Depending on the nature of the work performed, a CONSULTANT of the JPB may be subject to the same conflict of interest prohibitions established by California law that govern JPB's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the JPB's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by JPB.

No person previously in the position of Director, Officer, employee or agent of the JPB during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written

communication, before the JPB, or any Officer or employee of the JPB, for a period of one (1) year after leaving office or employment with the JPB if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the JPB; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide the JPB with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, JPB becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, JPB shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by JPB, the JPB will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The JPB's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the JPB upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT shall retain this record for five (5) years after the JPB makes final payment under this Agreement. Such lists may be published as part of future JPB solicitations.

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall monitor and enforce these policies and shall require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the JPB in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

29. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the JPB, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the JPB will have no obligation to withhold any information from disclosure and may release the information sought without liability to the JPB.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the JPB may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the JPB determines that information in the confidentiality index is not exempt from disclosure, the JPB will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the JPB, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the JPB reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein

30. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

31. WAIVER

Any waiver of any breach or covenant of this Agreement must be in writing and executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

32. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

33. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

34. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the JPB.

35. RIGHTS AND REMEDIES OF THE JPB

The rights and remedies of the JPB provided herein shall not be exclusive and are

in addition to any other rights and remedies provided by law or under the Agreement.

36. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

37. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the JPB. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

PENINSULA CORRIDOR JOINT POWERS BOARD: CONSULTANT: (See footnote below)*

Signature: _____

Signature: _____

Print: Michelle Bouchard

Print: _____

Title: Executive Director

Title: _____

Signature: _____

ATTEST:

Print: _____

By: _____

Dora Seamans / JPB Secretary

Title: _____

APPROVED AS TO FORM:

By: _____

James Harrison / Attorney for the JPB

*Note: If the Contractor is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the JPB is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

If the Contractor is an LLC, this Agreement must be executed by an officer or member provided that evidence satisfactory to the JPB is provided demonstrating that such individual is authorized to bind the LLC (e.g. a copy of the LLC's Operating Agreement).



REQUEST FOR PROPOSALS
FOR
Provide Insurance Brokerage Services
23-J-S-T-P-054

RFP Issued:	May 15, 2023
Pre-Proposal Conference:	May 23, 2023
Questions, and Requests for Clarification (RFCs) Due:	May 29, 2023
Proposals Due:	June 30, 2023 at 2:00 pm Pacific

Submit proposals at <https://smctd.bonfirehub.com>

Dominic Brooke, Procurement Administrator II
Contracts & Procurement Department
San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Phone (650) 508-6291
Brooked@samtrans.com

Table of Contents

1. INVITATION	5
2. INTRODUCTION	7
A. Summary and Term	7
B. Background Information	7
3. PROPOSAL CONTENT	8
A. Proposal Cover Form	8
B. Letter of Introduction.....	9
C. Table of Contents	9
D. Approach to Providing Services: Team Organization and Management Plan	9
E. Company Qualifications, Experience & References	10
F. Qualifications and Experience of Key Personnel	11
G. Financial Qualifications.....	12
H. Cost Proposal	12
I. Levine Act.....	13
J. Licenses and Certifications.....	13
K. Environmentally Preferable Purchasing Policy	14
L. Conflicts of Interest.....	14
M. Ukraine/Russia Related Sanctions	14
4. SOLICITATION PROCESS	15
A. Solicitation Timeline.....	15
B. Pre-Proposal Conference	15
C. Submission of Questions and Requests for Clarification	16
D. Addenda to RFP	16
E. Submission of Proposals	17
F. Cost of Proposal Development.....	17
G. Validity of Proposals	17
H. Withdrawal of Proposals	17
I. Evaluation of Proposals and Selection Process	18
J. Interviews	21
K. Revised Proposals, Interviews and Negotiations.....	21
L. Contract Award.....	22
M. Protest Procedures.....	22

N. Ex-Parte Communications 23

O. Confidentiality 23

P. Waiver 24

Q. Agency’s Rights 25

5. CONTRACTUAL REQUIREMENTS..... 25

 A. Agreement for Services 25

 B. Small Business Enterprise (SBE) Policy For SBE requirements, please refer to Appendix G..... 25

 C. Insurance and Indemnification Requirements Proposers are instructed to carefully review the insurance and indemnification provisions set forth in Appendix C, Insurance Coverage Overview, and provide evidence of Proposer’s acceptance and ability to comply. 26

6. PROPOSAL CONTENT CHECKLIST 26

7. SUBMISSION INSTRUCTIONS 28

8. EXHIBITS 28

9. APPENDICES..... 29

10. EXHIBIT 1: PROPOSAL COVER FORM 30

11. EXHIBIT 2: REFERENCE FORM 32

12. EXHIBIT 3: EXCEPTION FORM 33

13. EXHIBIT 4: CALIFORNIA LEVINE ACT 34

14. EXHIBIT 5: DESIGNATION OF SUBCONSULTANTS 35

15. EXHIBIT 6.1 COST PROPOSAL (DISTRICT) 36

16. EXHIBIT 6.2 COST PROPOSAL (JPB) (PLEASE DOWNLOAD EXCEL FORMAT FROM BONFIRE) 37

17. EXHIBIT 6.3 COST PROPOSAL (AUTHORITY) (PLEASE DOWNLOAD EXCEL FORMAT FROM BONFIRE)..... 38

18. EXHIBIT 7: SBE PREFERENCE FORM 39

19. APPENDIX A: SCOPE OF SERVICES 41

20. APPENDIX B.1: DISTRICT SAMPLE AGREEMENT 46

21. APPENDIX B.2: JPB SAMPLE AGREEMENT 61

22. APPENDIX B.3: TA SAMPLE AGREEMENT 77

23. APPENDIX C.1: INSURANCE COVERAGE OVERVIEW (DISTRICT) 92

24. APPENDIX C.2: INSURANCE COVERAGE OVERVIEW (JPB)..... 95

25. APPENDIX C.3: INSURANCE COVERAGE OVERVIEW (TA)..... 100

26. APPENDIX D.1: INSURANCE COVERAGE REQUIREMENTS (DISTRICT) 101

27. APPENDIX D.2: INSURANCE COVERAGE REQUIREMENTS (JPB)	106
28. APPENDIX D.3: INSURANCE COVERAGE REQUIREMENTS (TA)	111
29. APPENDIX E.1: SUMMARY OF ASSETS (DISTRICT)	116
30. APPENDIX D.3: SUMMARY OF ASSETS (JPB).....	117
31. APPENDIX D.3: SUMMARY OF ASSETS (TA).....	118
32. APPENDIX F.1: CONTRACTUAL INSURANCE REQUIRMENTS (DISTRICT)	119
33. APPENDIX F.2: CONTRACTUAL INSURANCE REQUIRMENTS (JPB).....	126
34. APPENDIX G, SBE REQUIREMENTS.....	131

1. INVITATION

The Peninsula Corridor Joint Powers Board (“JPB” or Agency”), San Mateo County Transit District (“District” or Agency), San Mateo County Transportation Authority (“TA” or “Agency”) singularly referred to as “Agency” and collectively referred to as “Agencies” are seeking proposals from qualified firms (Proposers or Consultants) to provide insurance brokerage service primarily consisting of insurance of property and casualty insurance programs including comprehensive risk management (Services).

The Agencies, subject to Board of Directors' approval, intend to award a 5-year base term contract, with up to 1 additional 2-year option term, for Services to one (1) or more successful Proposer(s). The successful Proposer(s) will execute an Agreement for Services, please refer to Appendix [B].

The Agencies intend to adhere to the following solicitation timeline, which is subject to change at the Agency's [Agencies'] sole discretion:

Solicitation Timeline

Activity	Date
RFP Issued	May 15, 2023
Pre-Proposal Conference	May 23, at 10:30 a.m.
Questions and Requests for Clarification (RFCs) Due	May 29, 2023 prior to 4:00 p.m.
Agency's Response to Questions/RFCs	June 5, 2023 by end of business
Proposals Due	June 30, 2023 prior to 2:00 p.m.
Interviews (if required)	August 1-2, 2023
Contract Award (tentative)	October 4, 2023
Notice to Proceed (tentative)	TBD

Proposals must be submitted by upload to the Procurement Portal at <https://smctd.bonfirehub.com> prior to 2:00 p.m. on June 30, 2023. Future solicitation announcements will be sent via email to those Proposer(s) that have registered. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

Proposers interested in being notified of changes to the RFP posted to the Procurement Portal must:

- 1) select and include in their Bonfire vendor registration profile at least one of the NAICS codes listed below*, **and**
- 2) download a copy of the associated RFP or any other posted document

under the Files tab.

North American Industry Classification System (NAICS) Codes

**select one or more NAICS that are best aligned with your firm's core competency(ies).*

Title	Commodity Code	Commodity Set
Insurance Agencies and Brokerages	524210	US-NAICS_2017

The Agencies have a Small Business Enterprise (SBE) preference program to encourage the participation of small businesses, including Disadvantaged Business Enterprises (DBEs), on contracts. Proposers will cooperate with the Agencies in meeting SBE commitments and objectives. Please see Exhibit 7 for more information.

For questions regarding this RFP, please contact Dominic Brooke, Procurement Administrator II, Contracts & Procurement at Brooked@samtrans.com.

April 18, 2023
Date

/s/Dominic Brooke
Procurement Administrator II
Contracts & Procurement

2. INTRODUCTION

A. Summary and Term

The San Mateo County Transit District (District), the Peninsula Corridor Joint Powers Board (JPB), and the San Mateo County Transportation Authority (Authority), each referred to individually as “Agency” or collectively as “Agencies”, intend to each award a firm-fixed price agreement to a single firm, which firm will provide the desired services to each of the Agencies. If approved by the Agency’s Board of Directors, the successful Proposer will execute an Agreement for a five (5) year base term with up to one (1), 2-year option terms.

The Services to be provided to the Agencies consist of the following:

The District, the JPB, and the Authority seek Proposals from qualified brokers to provide insurance brokerage services for the placement of the Agencies’ property and casualty insurance programs, including comprehensive risk management services. The Agencies desire to engage a firm that is well versed in the property and casualty insurance market, is experienced in advising comparable public transit agencies, and possesses a proven ability to work successfully with all levels of management.

The Agencies’ current insurance broker of record is USI Insurance Services National, Inc., of San Carlos, CA. The Agencies’ Workers’ Compensation obligations are currently met through The Cities Group of Burlingame, CA. The Agencies’ incumbent Third-Party Administrator for liability claims administration is Carl Warren & Company of San Jose, CA. The Agencies are not seeking any services for Workers’ Compensation or Liability Claims Administration at this time.

For detailed information regarding the required Services, please refer to Appendix A to this RFP.

B. Background Information

Peninsula Corridor Joint Powers Board

The JPB is a joint powers agency whose membership is comprised of the San Mateo County Transit District (District), the City and County of San Francisco and the Santa Clara Valley Transportation Authority. The JPB has full responsibility for Caltrain passenger rail service between San Francisco and Gilroy. Acting as the JPB’s operating arm, District staff are responsible for Caltrain’s management. The JPB owns the rolling stock, right of way, and station facilities between San Francisco and San Jose with operating rights on Union Pacific trackage to Gilroy. TransitAmerica Services, Inc. provides train service, through an operating agreement with the JPB, between San Francisco and Gilroy. Caltrain serves 32 stations along the 77-mile

corridor, running approximately 90 weekday trains which include express, limited, and local trains. In conjunction with employer and community partners, the JPB operates a shuttle service that serves as a vital link between the rail system, and work and community locations. Additional information about the JPB can be found at www.caltrain.com.

San Mateo County Transit District

The District, formed in 1976, provides public transportation services within and without San Mateo County, California, a 455 square-mile area with a population of approximately 771,410. The District has taken a leadership role in planning, developing and managing a multi-modal public transportation system that includes buses, trains, shuttles and paratransit services. Currently, the District operates 312 fixed-route revenue buses, 67 Paratransit vehicles, and administers a Shuttle program of 27 buses plus 68 shuttle buses partially subsidized by the District. In addition, the District serves as the Managing Agency for the San Mateo County Transportation Authority, which administers the one half of one percent voter-approved sales tax that funds projects in the voter-approved Expenditure Plan, and the Peninsula Corridor Joint Powers Board, which owns, manages, and operates the Caltrain commuter rail system. Additional information about the District is available at www.smctd.com.

San Mateo County Transportation Authority

In 1988, the voters of San Mateo County approved the creation of the TA pursuant to the Bay Area County Traffic and Transportation Funding Act. The Measure A vote approved an annual one-half cent sales tax that funded a Transportation Expenditure Plan of transportation construction projects, such as highway improvement, grade separation, and Caltrain commuter rail projects through the TA for 20 years. The original Measure A ended in December 2008. In 2004, County voters reauthorized the authority's mission and an updated Transportation Expenditure Plan for an additional 25 years through 2033. The renewed Measure A became effective January 1, 2009. Additional information regarding the TA is available at www.smcta.com.

3. PROPOSAL CONTENT

A. Proposal Cover Form

In order to facilitate Proposer's preparation of its proposal and the Agency's review of same, all proposals must have a consistent font type and size of text; and must be limited to 30 or less letter-size pages (8.5 inches by 11 inches), single-spaced, single column, excluding the Proposal Cover Form, Letter of Introduction, Table of Contents, two-page resumes of key nominated personnel, and other required appendices and forms. Typeface and size for graphics are at Proposer's option, but the font must be clear and legible.

Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Agreement between the Agency and the firm selected.

In order to be accepted for evaluation, Proposals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

B. Letter of Introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm, and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

Proposers must also indicate that they are prepared to sign the Sample Agreements provided in Appendix B to this RFP (or should specifically identify any requested changes to the Agreement, using the form provided in Exhibit 3, Exception Form); and must clearly state that they are able to meet the insurance requirements as set forth in Appendix C, Insurance Requirements. Proposers must also state in writing that they agree to be bound by their proposal for 180 days from the Proposal due date. Proposers must also confirm that they have no impermissible conflicts of interest.

If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement must be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture must be outlined.

C. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

D. Approach to Providing Services: Team Organization and Management Plan

Identify the key personnel and staff, including subconsultants, if any, who will be directly engaged in the performance of the work under the Agreement; and outline the Proposer's team's capacity to successfully perform the desired services and include the following:

- 1) Organization chart showing the proposed team composition.

- 2) Identification of any and all of the services listed in Appendix A, Scope of Services for which Proposer intends to subcontract, including the intended subconsultant's name, location, key personnel, and their qualifications.
- 3) Describe understanding of, and rationale for, proposed intended approach to providing the work required under Appendix A

Additionally, Proposer must address the following aspects of these procedures in its proposal:

A Consultant intending to use any subconsultants to perform Services must do so in accordance with the requirements of this RFP. Any and all subconsultants must be listed on the Designation of Subconsultants form (Exhibit 5), submitted with the proposal and approved by the Agency prior to contract award. The Consultant must have prior written approval by the Agency if it intends to use additional subconsultant(s) that were not approved prior to contract award.

After contract award, the Agency's written approval of additional subconsultant(s) must be granted.

- i. Quality Control Plan

Describe how Proposer will assure that the quality of task management and work product, either from the firm or subconsultant, is within criteria set forth by the Agency. Describe at a minimum the approach to WD quality, strategy development, data analysis, subconsultant management, quality control of deliverables, schedule, budget compliance, staff management, and invoice preparation.

E. Company Qualifications, Experience & References

In order to be considered for award of an Agreement, each Proposer must provide information about its company so that the Agency can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. In addition, the Proposer must have expertise in the tasks specified in Appendix A. The Agency, at its option, may require a Proposer to provide additional information and/or clarify submitted information. To be considered qualified for consideration of award of an Agreement, Proposers must:

- 1) Be licensed to do business in the State of California, as a property casualty insurance broker or agent;
- 2) Have a local presence in the San Francisco Bay Area region;
- 3) Possess the ability to carry errors and omissions coverage with a limit of

at least five million dollars (\$5,000,000) per claim/five million dollars (\$5,000,000) annual aggregate limit. Satisfactory evidence of coverage will be required annually;

- 4) Have a minimum of five years of experience as a licensed broker doing business in California in the public sector and must possess knowledge of regulations and codes regarding insurance brokerage; and
- 5) Have experience working with public transit agencies, and preferably commuter rail/rail transit agencies.

In addition to the qualifications described above, Proposers shall describe their experience in providing the specified services for similar operations and/or entities. Additionally, Proposers shall provide references of a minimum of three (3) and a maximum of five (5) clients within the past three years for similar services. For each client submitted as a reference, Proposers shall supply a brief description of the services provided, the timeframe services were provided, and client contact information (See also Part 3, Section 1.E).

Proposers shall also provide the size and structure of the firm as evidenced by an organizational chart, relevant to its client base.

Each Proposer shall submit sufficient evidence satisfactory to the Agencies that the Proposer is in compliance with this section.

Do not list the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, or the San Mateo County Transportation Authority as references. However, if Proposer has provided services to those organizations, such experience will be considered by the Agency in its evaluation.

If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms. Each Proposer must submit sufficient evidence satisfactory to the Agency that the Proposer is in compliance with this section.

F. Qualifications and Experience of Key Personnel

“Key Personnel” is defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFP. Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by the Agency. Substitution of Key Personnel without prior written approval by the Agency will constitute a breach of the Agreement. The Agency reserves the right to direct the removal of any individual, including Key Personnel.

Each Proposer must submit resumes of Key Personnel. The organization chart must identify the proposed team's structure and reporting responsibilities. If the Proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.

This information must indicate sufficient evidence satisfactory that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Services as further described herein and in Appendix A, Scope of Services. Proposers must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.

G. Financial Qualifications

Each Proposer must possess sufficient financial strength, resources, and capabilities to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer's financial statements (Income Statements and Balance Sheets, only) for the previous three (3) years. Financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located and audited by an independent certified public accountant.

In addition, Proposers must demonstrate their ability to obtain insurance coverage that meets the minimum requirements of this RFP, as evidenced by a letter, or a certificate, from an underwriter confirming that the Proposer can be insured for the required amounts. At the Agency's discretion, Proposers who are involved in current or pending bankruptcy proceedings may be rejected.

H. Cost Proposal

This section shall include the Proposer's price for performing the services included under the Scope of Services. Proposers must complete and submit the Cost Proposal forms, attached to this RFP. Costs shall include, but not be limited to, fully-burdened labor, materials, supplies, taxes, overhead, insurance and profit. A Proposer's failure to submit a Cost Proposal may result in rejection of the proposal as non-responsive. Proposers pricing shall be guided by the following:

The Agencies believe that it is appropriate to clearly define the costs of services provided by Proposers and thereby determine what value is received for these costs. The Agencies intend to pay for these services on a firm-fixed-price basis, which will allow reasonable compensation to the broker and a known, budgetable cost to the Agencies. Accordingly, the Consultant shall not receive any commissions, contingent commissions or other remuneration or benefits of any kind from any party other than the Agencies for the services rendered under the Agreements with the Agencies. If a

Proposer believes that this restriction will foreclose the Agencies from accessing desirable insurance markets, this concern must be addressed in detail on **Form F, *Exceptions to Solicitation Documents***, included under this RFP; otherwise the Consultant would be deemed to have agreed to comply with this restriction. The Agencies understand that the Consultant will utilize a Lloyd's or Bermuda broker to access those markets and will also use wholesale brokers when strategically advantageous. While there's a prohibition on the receipt of commissions or other remuneration or benefits shall apply to the Consultant, if a Proposer believes that application of this restriction to other Lloyd's, Bermuda or wholesale brokers will prevent desirable insurance market access for the Agencies, the Proposer may address this circumstance on **Form F, *Exceptions to Solicitation Documents***, and in this limited circumstance, the Agencies reserve the right to waive the prohibition against receipt of commissions by Lloyd's, Bermuda or wholesale brokers. The contracted broker of record, however, shall not collect contingent commissions of any kind.

Complete the Cost Proposal forms according to the instructions provided with the forms. The Agencies will review proposed costs for the five-year term, as indicated on the Cost Proposal forms, in its evaluation of the cost portion of the proposal.

I. Levine Act

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any Agency Board Member from participating in or influencing the decision on awarding a contract with the Agency to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Agency Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Agency or for twelve months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their proposal the California Levine Act Statement (Exhibit 4).

J. Licenses and Certifications

Proposer and proposed Key Personnel must hold and maintain during the course of the contract including any option extensions, appropriate professional licenses to perform the work specified in this RFP. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their proposal. Copies or proof of such licensure and/or certification may be requested by the Agency.

K. Environmentally Preferable Purchasing Policy

It is the intent of the Agency to use its purchasing power to support the sustainability aspects of the San Mateo County Transit District's Strategic Plan and its Sustainability Initiative. By incorporating environmental considerations into its purchasing process, the Agency intends to achieve four goals:

- 1) reduce the adverse environmental impact of its operations;
- 2) influence its vendors to emphasize sustainability in their operations, products, and services;
- 3) support the market for recycled and environmentally-preferable goods; and
- 4) realize cost savings resulting from better utilization of resources.

Accordingly, the Agency requests Proposer(s) to include environmentally preferable products/materials, and/or provide details of their environmentally sound business practices, in their proposals.

L. Conflicts of Interest

The firm selected to serve as Consultant through this RFP will not be prohibited from working under separate contracts with the San Mateo County Transit District, the Peninsula Corridor Joint Powers Board, or the San Mateo County Transportation Authority, collectively referred to as Agencies, unless such work creates a conflict of interest, real or apparent, that would render the Consultant ineligible to undertake such work during the term of the Agreement. Proposer must provide a list in their Proposal of its current contracts that involve work with the Agency/Agencies, including its relationship to each Agency and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of the Agency is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

M. Ukraine/Russia Related Sanctions

As a public agency with contracts with state and federal departments and agencies, the AGENCY is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the AGENCY determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the AGENCY.

4. **SOLICITATION PROCESS**

A. **Solicitation Timeline**

The Agency intends to adhere to the timeline stated in the Invitation. However, the stated timeline may be amended at the Agency's sole discretion.

B. **Pre-Proposal Conference**

A Pre-Proposal Conference will be held virtually on **May 23, 2023** commencing promptly at **10:30 a.m.** on Microsoft Teams. Members of the Agencies' staff will review the requirements for this Solicitation and be available to answer questions. Attendance at this meeting is not mandatory, but is **highly recommended**. Log in using address below.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 246 278 049 319

Passcode: qEgHJF

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The meeting will consist of a review of the solicitation process, requested Services, and required proposal submittals. The meeting is anticipated to take up to one (1) hour.

The RFP Documents are available for download on the Agency's Procurement Portal (Portal). In order to download and respond to posted solicitations, Proposers will need to register as a vendor by visiting: <https://smctd.bonfirehub.com> .

Once registered, follow these instructions to download the documents:

- 1) Log in to the Portal.
- 2) Under "Action" column of "Open Public Opportunities" page, click on "View Opportunity" next to Project.
- 3) Scroll down to "Supporting Documentation" section to download documents.

If you need technical assistance, please contact Bonfire at 800-354-8010 ext. 2, email support@GoBonfire.com

The RFP Documents are available for download on the Agency's [Agencies'] Procurement Portal (Portal). In order to download and respond to posted solicitations, Proposers will need to register as a vendor by visiting: <https://smctd.bonfirehub.com>.

Once registered, follow these instructions to download the documents:

- 1) Log in to the Portal.
- 2) Under "Action" column of "Open Public Opportunities" page, click on "View Opportunity" next to Project.
- 3) Scroll down to "Supporting Documentation" section to download documents.

If you need technical assistance, please contact Bonfire at 800-354-8010 ext. 2, email support@GoBonfire.com or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

C. Submission of Questions and Requests for Clarification

All Questions and/or Requests for Clarification must be submitted in writing via the Portal by clicking on the "Q&A" tab of the desired solicitation. The Agency's written response to Questions and/or Requests for Clarification will be posted on the Portal. Please refer to the solicitation timeline in the Letter of Invitation in this RFP for date and time deadlines.

D. Addenda to RFP

The Agency reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written addenda.

Proposers that accessed any of the documents of the RFP will be notified of the issuance of any Addenda or response to requests for clarification; however, it is the Proposers' responsibility to monitor the Portal on a regular basis. Only signed

Addenda, issued by the Contracts & Procurement Department's authorized personnel, are binding. Proposers are required to acknowledge receipt of all Addenda, if any, during the submission of their proposals.

Failure of any prospective Proposer to receive the notification or addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted, or modified. All addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals on the Proposal Cover Form, Exhibit 1. Proposer's failure to acknowledge in its proposal receipt of addenda may, at the Agency's sole option, cause the proposal to be rejected.

If the Agency determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the Agency determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the addenda.

E. Submission of Proposals

Proposers must submit their proposal by uploading to the Procurement Portal <https://smctd.bonfirehub.com> by the closing date and time. Please refer to the solicitation timeline in the "Invitation." Hard copies will NOT be accepted; if submitted they will be returned (unopened) to Proposers without consideration.

Please refer to the "Submission Instructions" attachment in Bonfire when uploading your proposal. If you need technical assistance, please contact Bonfire at 800-354-8010 ext. 2, email support@GoBonfire.com or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

F. Cost of Proposal Development

This RFP does not commit the Agency to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for any services. The Proposer waives any claim against the Agency for costs incurred in preparing a Proposal and responding to this RFP.

G. Validity of Proposals

Submission of a proposal constitutes a firm offer to the Agency for 180 days from the submission deadline for proposals.

H. Withdrawal of Proposals

A Proposer may withdraw its proposal, without prejudice, electronically through the Portal at <https://smctd.bonfirehub.com> prior to the proposal closing date and time. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if Agency fails to award the Agreement within the proposal validity period prescribed above in Section 4.G, Validity of Proposals, or any agreed-upon extension thereof.

I. Evaluation of Proposals and Selection Process

Proposals will be screened to ensure Proposer(s)' responsiveness to the requirements of the RFP and the responsibility of the proposing consultant. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. The Agency intends to award a contract to the highest-ranked, most qualified, responsible Proposer that submits a responsive proposal for provision of the Services.

The Agency may reject as non-responsive any proposal that does not include the required documents referenced herein. However, the Agency reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

1) Selection Committee

A Selection Committee (Committee), which will include members of staff and possibly one or more outside experts, will review the technical proposals submitted and rank them according to the weighted criteria of each category as set forth in the process below. The Agency reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

2) Proposal Evaluation Process

The Proposers' proposal will be evaluated utilizing the criteria identified below. In ranking proposals, the Agency will consider the proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer. The Agency will not assume that a Proposer possesses any capability unless such a capability is established by the submitted proposal.

Proposals will be evaluated using the Evaluation Criteria described below and assigned points per criteria as indicated:

Evaluation Criteria	Max Points
<p>A. Approach to Scope of Services/Project Methodology</p> <p>The Proposer’s overall approach to successfully providing services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness, and thoroughness. Proposals will be evaluated on the following:</p> <ul style="list-style-type: none"> • Description of Services; • Management Approach; • Proposed Work Plan Recruitment Methodology; • Quality of customer service; • Retention of high-quality technical personnel; • Compliance requirements; and • Account Management Tool • Retention of High-Quality Technical Personnel • Customer Service Practices 	<p>0 to 20</p>
<p>B. Qualifications and Experience of Firm</p> <p>The capabilities of each Proposer will be evaluated in these specific areas:</p> <ul style="list-style-type: none"> • Experience (minimum of three years) in providing the specified services for similar operations and/or entities, including public agencies, if any; • Experience in recruiting and processing of specialized and difficult to fill positions in the rail transportation operations, engineering, and/or maintenance. • Reference of three recent engagements for public agencies for similar services in the past five years. For each agency submitted as a reference, the Proposer shall supply a brief 	<p>0 to 20</p>

<p>description of the services provided.</p> <ul style="list-style-type: none"> • Satisfactory review of financial statements for the last three years prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located, and audited by an independent certified public accountant or alternate review as proposed by Proposer; and • Availability of corporate resources. 	
<p>C. Qualification and Experience of Management Team and Key Personnel The qualifications and experience of Key Personnel will be evaluated in these specific areas:</p> <ul style="list-style-type: none"> • Organizational structure as evidenced by an organization chart; • Experience in providing the specified services for similar operations and/or entities; • Demonstration of the Key Personnel’s proven capability to provide technical staffing services; • Experience and qualifications of staff assigned to provide services. The Proposer’s commitment to providing high quality resources will be measured in several ways. Therefore, the proposed number of staff committed (identified by name), the quality of such staff, and the proper balance of relevant skills are of prime concern to the JPB. Include brief resumes of the firm’s principals and the proposed management team; and • Availability of personnel to meet the JPB’s one business day placement requirement. 	<p>0 to 30</p>
<p>D. Cost Proposal This portion of the proposal will be evaluated based on reasonableness of the proposed costs. Costs will be evaluated on costs the JPB or other comparable public agencies have paid for similar services, and in accordance with what is considered to be the industry’s standard and customary costs for the</p>	<p>0 to 30</p>

<p>services.</p> <p>Proposed costs must include the following using FORM 9 – Cost Proposal:</p> <ul style="list-style-type: none"> • % of first year earnings • Any other associated fees • Fee installment schedule • Cancellation stipulation • Discount for multiple positions <p>Discount for Internal applicants or known candidates</p>	
<p>SBE Preference</p> <p>This portion of the proposal will be evaluated based on SBE utilization. The Proposer with the highest SBE utilization will receive the full 5 points. For program and requirements, please refer to Exhibit 7 and Appendix G for more information.</p>	5
Total =	105

J. Interviews

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an oral interview. If the Agency conducts interviews, it will do so with those Proposers found to be within the “competitive range.” Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. The Agency expects that, at a minimum, the proposed Project Manager will attend the oral interview; other Key Personnel may also attend. Please refer to the solicitation timeline in the Invitation for tentative interview dates.

K. Revised Proposals, Interviews and Negotiations

The Agency reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to visit the Proposer(s)' site(s), to interview or not, or to request best and final offers (BAFOs) if it is in the best interest of the Agency to do so. During this step, the Committee will evaluate Financial Statements and Audit Reports submitted by Proposers in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

The Agency also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and the Agency may hold simultaneous discussions with those proposers that remain in the competitive range. Proposers who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

The Agency may accept the proposal or may negotiate with the highest-ranked firms, the terms and conditions of the Agreement and/or the firms' cost proposal including, but not limited to, the proposed hourly labor rates, overhead rates, profit fees, and/or billing rates as applicable. At this time, the Agency may elect to request revised and/or best and final offers (BAFOs) from all of the firms remaining in the competitive range. At its sole discretion, the Agency may also reject all proposals. The Agency also may award an Agreement without conducting interviews or negotiations.

L. Contract Award

The Selection Committee will make a recommendation of award of Agreement, if any, to the Agency's Board of Directors, or designee. All Proposers will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by the Director, Contracts and Procurement, or designee.

The successful Proposer, to whom award is made, must execute a written Agreement for Services on the Agency's provided form as set forth in Appendix B within 14 calendar days after Proposer receives the form of Agreement for execution.

M. Protest Procedures

The Agency maintains written procedures that must be followed for all protests. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals must be filed in writing with the Procurement Administrator, at least **five (5) calendar days** prior to Proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, must be submitted in writing to the Procurement Administrator, within **five (5) calendar days** from receipt of the notice from the Agency advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Director, Contracts and Procurement, will respond to the protest in writing at least **three (3) calendar days** prior to the meeting at which staff's recommendation to the Agency's Board of Directors will be considered. Should Proposer decide to appeal the response of the Director, Contracts and Procurement, and pursue its protest at the Board meeting, it will notify the Director, Contracts and Procurement, of its intention at least **two (2) calendar days** prior to the scheduled meeting(s).

Failure to comply with the rules set forth herein may result in rejection of the

protest. Copies of the complete protest procedures are available from the office of Contracts and Procurement.

N. Ex-Parte Communications

Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication must be directed to the Procurement Administrator named in this RFP until after a Notice to Proceed has been issued by the Agency. There must be no communication with any officer, director, employee, or agent of the Agency, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Proposers and Proposers' representatives may not communicate with the Agency's Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of the Agency during a public meeting.

O. Confidentiality

1) Confidentiality and Waiver of Claims

a. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between Agency and the Proposer, is a public record that must be made available to the public.

b. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that the Agency withhold from disclosure the exempt information by submitting:

(i) an unredacted copy of the proposal marking each page containing such exempt information as confidential; and

(ii) a redacted copy of the proposal that redacts the purportedly exempt information; and

(iii) a separate "confidentiality index" including all of the following information:

(a) The section and page number of the proposal where the information is located; and

(b) An explanation of why the information is exempt from disclosure

under the CPRA.

c. By submitting a proposal, Proposer:

(i) consents to the release of the redacted version of the proposal; and

(ii) consents to the release of any portion of its proposal not included in the confidentiality index; and

(iii) waives all claims against the Agency, its directors, officers, employees, and agents, for the disclosure of such information.

d. If the Proposer does not include a confidentiality index in its proposal, the Agency will have no obligation to withhold any information from disclosure and may release the information sought without liability to the Agency.

e. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.

f. A Proposer may not designate its entire proposal as confidential. The Agency will not honor such designations and will disclose submittals so designated to the public without liability to the Agency.

2) Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, the Agency may provide the redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the Agency determines that information in the confidentiality index is not exempt from disclosure, the Agency will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless the Agency, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, the Agency reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

P. Waiver

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the

furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

Q. Agency's Rights

The Agency reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of the Agency. This RFP does not commit the Agency to award an Agreement, to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. The Agency reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to the Agency's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The Agency further reserves the right to reject all proposals and seek new proposals when the Agency considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by the Agency.

5. CONTRACTUAL REQUIREMENTS

A. Agreement for Services

The selected Proposer for the provision of the Services will be required to execute an Agreement with the Agency describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This agreement must follow the Sample Agreement. **All Proposers are directed to review all of the terms and conditions set forth in the Sample Agreement, particularly the indemnification and insurance requirements.**

Submittal of a proposal must be deemed acceptance of all of the terms set forth in this RFP and the Sample Agreement unless the Proposer(s) includes with its proposal, in writing, any modifications requested to the RFP and/or Sample Agreement as set forth on the Exception Form, Exhibit 3. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item, and must be submitted on Exhibit 3. The Agency reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of proposals.

B. Small Business Enterprise (SBE) Policy

For SBE requirements, please refer to Appendix G.

C. Insurance and Indemnification Requirements

Proposers are instructed to carefully review the insurance and indemnification provisions set forth in Appendix C, Insurance Coverage Overview, and provide evidence of Proposer's acceptance and ability to comply.

Proposers shall submit evidence of ability to provide insurance and meet the stated insurance requirements of the Agencies. Said evidence shall take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained.

If the certificate does not cover the requirements as specified in Appendix C, verification of availability of required insurance must otherwise be provided.

6. PROPOSAL CONTENT CHECKLIST

Note: Proposers must provide an unredacted version of their proposal. If Proposers are claiming that any portions of their proposal are confidential/proprietary, they must also provide a redacted version of proposal along with a confidentiality index. Reference Section 4.O.

Proposal Cover Form

Include the completed and signed Proposal Cover Form, Exhibit 1, including acknowledgement of addenda, if any.

Letter of Introduction, Exceptions to the Agreement and Joint Venture Agreement, if applicable

Reference Section 3.B. Any exceptions must be set forth on Exhibit 3, Exception Form.

Table of Contents

Reference Section 3.C.

Approach to Providing Services

Outline services to be rendered under the Agreement. Discuss approach, methodology, team organization, and management plan.

Subconsultant Management Plan

Reference Section 3.B. Proposers intending to use subconsultants must identify them on the Proposer's Designation of Subconsultants Form located in Exhibit 5, and include these forms with its proposal. Use of any and all subconsultants must be approved in writing by the Agency's authorized representative.

Team Organization
Reference Section 3

Company Qualifications, Experience and References
Reference Section 3.E. Proposers must use the Reference Form located in Exhibit 2, for this purpose.

Qualifications and Experience of Key Personnel
Reference Section 3.F.

Financial Statements and Insurance Requirements
Reference Section 3.G for financial statement submittal and Reference Appendix C, for Insurance Requirements. Proposers must submit evidence of ability to provide insurance and meet the insurance requirements stated in the RFP. Said evidence must take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained.

If the certificate does not cover the requirements as specified in Appendix C, Insurance Requirements, verification of availability of required insurance must otherwise be provided.

Cost Proposal
Reference Section 3.H. All pricing, cost and rate information must be uploaded using the Cost Proposal Form (See Bonfire Excel Sheet). Submit a separate cost proposal for all three Agencies (San Mateo County Transit District, Peninsula Corridor Joint Power Board, San Mateo County Transportation Authority)

Levine Act
Reference Section 3.I and submit the California Levine Act Statement (Exhibit 4).

Conflicts of Interest
Reference Section 3.L. Proposer must provide a list in their Proposal of its current contracts that involve work with the Agencies, including its relationship to each Agency and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

Confidentiality Index, if applicable
Reference Section 4.O.

Brokers License to conduct business in the state of California
Reference Section 3.L. Proposer must provide a list in their Proposal of its current

Other Required Forms and Information

Submit all other required forms provided in this solicitation.

7. SUBMISSION INSTRUCTIONS

To expedite the release of proposal documents to reviewers, you are instructed to upload the required documents in Adobe PDF format (unless otherwise noted) as follows.

1. Unredacted Proposal
(RFP, Section 3, Proposal Content)
2. Cost Proposal
Submit separate Cost Proposal for each Agency
(NOTE: Cost proposals will remain sealed and confidential until opened in accordance with Section 4)
3. Insurance & Risk Management: Certificate of Insurance or Letter from Insurance Broker
(RFP, Section 3.G and Appendix C)
4. Financial Statement, Income Statement and Balance Sheets for previous 3 years
(RFP Section 3.G)
5. Exhibits 1 through 4:
Exhibit 1: Proposal Cover Form
Exhibit 2: Reference Form
Exhibit 3: Exception Form
Exhibit 4: California Levine Act
6. Exhibits 5 and Exhibit 7
Exhibit 5: Designation of Subconsultants
Exhibit 7: SBE Preference Form
7. Redacted Copy of Proposal (only required if requesting sections be treated as confidential)
(See RFP, Section O, Confidentiality)

8. EXHIBITS

- Exhibit 1 – Proposal Cover Form
- Exhibit 2 – Reference Form
- Exhibit 3 – Exception Form
- Exhibit 4 – California Levine Act
- Exhibit 5 – Designation of Subconsultants
- Exhibit 6 – Cost Proposal Form 6.1, 6.2, 6.3
6.1 San Mateo County Transit District

6.2 Peninsula Corridor Joint Power Board
6.3 Transit Authority

Exhibit 7 – SBE Preference Form

9. APPENDICES

APPENDIX A, Scope of Services

APPENDIX B, Sample Agreement for Services B.1 B.2 B.3

B.1 San Mateo County Transit District

B.2 Peninsula Corridor Joint Power Board

B.3 Transit Authority

APPENDIX C, Insurance Coverage Overview C.1 C.2 C.3

C.1 San Mateo County Transit District

C.2 Peninsula Corridor Joint Power Board

C.3 Transit Authority

APPENDIX D, Insurance Requirements D.1 D.2 D.3

D.1 San Mateo County Transit District

D.2 Peninsula Corridor Joint Power Board

D.3 Transit Authority

APPENDIX E, Summary of Assets E.1 E.2 E.3

E.1 San Mateo County Transit District

E.2 Peninsula Corridor Joint Power Board

E.3 Transit Authority

APPENDIX F, Contractual Insurance Requirements F.1 F.2

F.1 San Mateo County Transit District

F.2 Peninsula Corridor Joint Power Board

10. EXHIBIT 1: PROPOSAL COVER FORM

**PROPOSAL COVER FORM
for
PROVIDE INSURANCE BROKERAGE SERVICES
RFP # 23-J-S-T-P-054**

San Mateo County Transit District/Peninsula Corridor Joint Powers
Board/San Mateo County Transportation Authority
San Carlos, CA

A. GENERAL INFORMATION

DATE SUBMITTED: _____

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:

B. PROPOSAL CONTACT PERSON INFORMATION

NAME AND TITLE: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

EMAIL ADDRESS: _____

OFFICE PHONE NUMBER: _____

CELL PHONE NUMBER: _____

DUNS NUMBER (If none, indicate N/A): _____

C. CONDITIONS:

1. The Request for Proposals, required Forms, and Addenda, if any, are made a part of this Proposal.
2. The undersigned acknowledges receipt of the following Addenda (e.g.1, 2, 3, 4, etc.), if any:

3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for 180 days from the date of Proposal submittal.
4. The undersigned is prepared to sign the Sample Agreement for Services without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal. Exceptions, or modifications, if any, should be clearly identified and submitted on Exhibit 3.

SIGNED:

The undersigned certify that I/we submit this Proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents. *

Signature

Signature

Printed Name

Printed Name

Title

Title

***Note:**

If a sole owner, it shall be signed by the owner of the company.

If a corporation, it shall be signed by a Corporate Officer who has full and proper authorization to bind the Corporation to the proposal.

If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the proposal.

If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided.

11. EXHIBIT 2: REFERENCE FORM

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime contractor or as a subcontractor during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

_____	_____
Company	Project Description
_____	\$ _____
Address	Project / Contract Value
_____	_____
City, State, Zip	Award Date / End Date
_____	() _____
Contact Name	Telephone
_____	_____
Contact Title	Email

Scope and Status of Contract: _____

Other: _____

_____	_____
Name	Telephone Number
_____	_____
Title	Email Address

Note: Please complete this form for each reference provided

12. EXHIBIT 3: EXCEPTION FORM

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP, including the Sample Agreement for Services, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer.

COMPANY NAME: _____

EXCEPTIONS: _____NO; _____YES. If YES, list below all exceptions to the solicitation documents and requirements, including exceptions to the sample contract for Services and Insurance Requirements. Number each exception and attach additional copied pages of this form as necessary.

#	Document	Section	Exception/Issue	Response
1				
2				
3				
4				
5				

13. EXHIBIT 4: CALIFORNIA LEVINE ACT

California Government Code Section 84308 (commonly referred to as the “Levine Act”) prohibits any Agency Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract for 12 months before or after the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board members prior to answering the below questions:

JPB Board Members: <http://www.caltrain.com/about/bod.html>

District Board Members: <http://www.samtrans.com/about/boardofdirectors.html>

SMCTA Board Members: <http://www.smcta.com/bodMembers.asp>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Agency Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

YES NO. If yes, please identify the Agency(ies) and the Board Member(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Agency Board Member in the 12 months following any Board action related to this contract?

YES NO. If yes, please identify the Agency(ies) and the Board Member(s):

Answering yes to either of the two questions above does not preclude the Agency(ies) from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

14. EXHIBIT 5: DESIGNATION OF SUBCONSULTANTS

Proposer's Name: _____ Is your firm a Small Business Enterprise: Yes _____ No _____
 Address: _____ Firm's Annual Gross Receipts: _____ Age of Firm: _____
 Phone: () _____

Instructions: Proposer MUST provide information below for ALL subcontractors/subconsultants/suppliers ("sub-bidders") that provided proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both SBEs and non-SBEs alike. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no sub-bids.

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Contact Person	SBE (Yes/No)	Please indicate system name, description of Work, Services, or Supplies.	Dollar Amount or Percentage of Work, Services, or Supplies	Bid/Quote Accepted? (Yes/No)
1					
2					
3					

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

By submitting a proposal, the Consultant certifies that it will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the Agency. The Consultant certifies that any SBE listed whose quote was accepted will be performing a commercially useful function on the contract.

15. EXHIBIT 6.1 COST PROPOSAL (DISTRICT)
 (Please download excel format from Bonfire)

DISTRICT COST PROPOSAL						
Name of Firm _____			Signature of Officer: _____			
Section A						
Type of Brokerage Services	Annual Price for Year One	Annual Price for Year Two	Annual Price for Year Three	Annual Price for Year Four	Annual Price for Year Five	One 2-year Extension Option
Renewals	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Administration	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Consultation/ Risk Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Adjusting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Section A Grand Total Firm-Fixed Price						\$ -
Section B - On-Call Services						
Type of Brokerage Services	Hourly Rates for Year One	Hourly Rates for Year Two	Hourly Rates for Year Three	Hourly Rates for Year four	Hourly Rates for Year Five	Hourly Rates for 2-year Extension
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

16. EXHIBIT 6.2 COST PROPOSAL (JPB)
(PLEASE DOWNLOAD EXCEL FORMAT FROM BONFIRE)

JPB COST PROPOSAL

Name of Firm _____ Signature of Officer: _____

Section A						
Type of Brokerage Services	Annual Price for Year One	Annual Price for Year Two	Annual Price for Year Three	Annual Price for Year Four	Annual Price for Year Five	One 2-year Extension Option
Renewals	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Administration	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Consultation/ Risk Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Adjusting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Section A Grand Total Firm-Fixed Price						\$ -

Section B - On-Call Services						
Type of Brokerage Services	Hourly Rates for Year One	Hourly Rates for Year Two	Hourly Rates for Year Three	Hourly Rates for Year Four	Hourly Rates for Year Five	Hourly Rates for 2-year Extension
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

17. EXHIBIT 6.3 COST PROPOSAL (AUTHORITY)
(PLEASE DOWNLOAD EXCEL FORMAT FROM BONFIRE)

AUTHORITY COST PROPOSAL

Name of Firm _____ Signature of Officer: _____

Section A						
Type of Brokerage Services	Annual Price for Year One	Annual Price for Year Two	Annual Price for Year Three	Annual Price for Year Four	Annual Price for Year Five	One 2-year Extension Option
Renewals	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Administration	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Consultation/ Risk Management	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Adjusting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Section A Grand Total Firm-Fixed Price						\$ -

Section B - On-Call Services						
Type of Brokerage Services	Hourly Rates for Year One	Hourly Rates for Year Two	Hourly Rates for Year Three	Hourly Rates for Year Four	Hourly Rates for Year Five	Hourly Rates for 2-year Extension
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

18. EXHIBIT 7: SBE PREFERENCE FORM

INSTRUCTIONS

A five-point evaluation preference will be granted to Proposers that are either (1) a certified SBE self- performing at least 30% of its contract; and/or (2) committed to subcontracting with one or more certified SBEs. The Proposer that has the highest SBE utilization rate will receive the full five points. Points for other Proposers will be calculated using their SBE utilization relative to the highest proposed SBE utilization. Points received through the SBE preference will be added to each Proposer’s total evaluation score. Preference points will be aggregated with proposal evaluation scoring to determine the highest ranked Proposer.

To claim the SBE preference, a Proposer must complete the SBE Preference Form and include it with their proposal.

Please refer to **Figure 1** for a sample application of the SBE preference.

Figure 1. Sample Point Preference Adjustment

	Cost Proposal (a)	SBE Utilization \$ (b)	SBE Utilization % (c) = (b)/(a)	SBE Preference Allocation (d) = (c)/(Highest SBE Utilization%)	SBE Preference Points ⁽¹⁾ (e) = (d) * (Preference Pt. to be assigned)
Proposer A	\$ 998,000.00	\$ -	0.0%	-	-
Proposer B	1,048,000.00	500,000.00	47.7%	0.48	2.4
Proposer C	1,096,000.00	300,000.00	27.4%	0.27	1.4
Proposer D (SBE)	1,036,000.00	1,036,000.00	100.0%	1.00	5.0

Maximum Preference = 5 points

⁽¹⁾ SBE preference points to be aggregated with Proposal evaluation scoring to determine Highest Ranked Proposer. The SBE preference of 5 points shall be in addition to the 100 points typically allocated in an RFP.

For more information, please see Appendix G.

SBE PREFERENCE FORM

A proposer is entitled to a preference of up to five points for evaluation purposes if it is either a certified SBE, or subcontracts with certified SBEs. To obtain the preference, a Proposer must complete and submit this form with its proposal submittal.

Questions regarding the preference program should be directed to the Agencies' DBE Office at compliance@samtrans.com.

PLEASE CHECK THE APPROPRIATE BOX:

- We are a qualified small business applying for the preference
Certifying Agencies _____ Certification # _____
- We have negotiated with and commit to using the following subcontractors/suppliers if we are awarded a contract by the Agencies
- We are not claiming the SBE Preference

PLEASE COMPLETE THE FOLLOWING IF YOU ARE A NON-SMALL BUSINESS CLAIMING THE SBE PREFERENCE WITH SBE SUBCONTRACTORS (attach additional sheet as necessary):

Name of SBE Subcontractor	Certifying Agencies	Amount of subcontract
Total Amount of Small Business Commitment and Participation		\$

I declare under penalty of perjury that the information provided in this form is accurate and true.

Company Name

Signature / Date

Print Name/Title

END OF SBE PREFERENCE FORM

19. APPENDIX A: SCOPE OF SERVICES

INTRODUCTION

The Agencies' Broker of Record is a vital link to the commercial insurance market and is the primary insurance advisor to the Chief Financial Officer and the Director of Budgets and Financial Analysis. The Agencies recognize the importance of direct communication and the availability of the Broker all year round. Additionally, the Agencies' Broker will work directly with the Agencies staff in advancing the best interests of the Agencies with respect to the administration of insurance programs and the management of risks across business units. The Broker will coordinate closely with the Agencies' Claims Administrator in reviewing and analyzing certificates of insurance (COIs) and advising on coverages, limits and other risk related requirements for third-party agreements.

SCOPE OF SERVICES AND DELIVERABLES

A. General

The Agencies desire to engage a qualified firm to provide Renewal, Administration, Consultation and Adjusting services for property and casualty insurance coverages for the following insurance portfolio:

1. District Liability: Commercial General Liability, Business Auto Liability, Environmental Liability, Employment Practices Liability, Public Officials Liability, Fiduciary Liability, Kidnap Ransom, Cyber Liability and Terrorism Coverage. Liability coverage is expected to extend to the District owned, inactive Dumbarton Rail Line.
2. District Property: Bus Physical Damage, Boiler and Machinery, Crime, Contractor's Equipment. Dumbarton Rail Bridge Property insurance, if and when needed.
3. JPB Liability: Railroad Liability, Commercial General Liability, Excess Automobile Liability, Public Officials Liability, Environmental Liability, Railroad Protective Liability, Special Events, Death and Dismemberment, Terrorism Coverage, and Federal Employers Liability Act (FELA) insurance.
4. JPB Property: Boiler and Machinery, Real and Personal Property, including stations, tunnels, bridges, culverts, signals, railroad equipment, rolling stock and Crime.
5. Authority Liability: The San Mateo County Transportation Authority carries General Liability, and Public Officials Liability and Property Insurance on the Dumbarton Rail Bridge. The Authority is to be a named insured and afforded excess coverage under the District's insurance program.

B. Services and Deliverables

For each of the main categories of Renewal, Administration, Consultation and Adjusting services, the brokerage services will include, but not be limited to, the following:

1. Renewals

- Review insured values and limits and maintain current insured values and limits of Agencies' operations and equipment;
- Review and augment the Agencies' insurance program with all new exposures to loss, including new operations, equipment and property;
- Coordinate with Agency staff for the collection and preparation of renewal information;
- Prepare Railroad Protective Liability applications unique to contractual coverage associated with railroads;
- Monitor and interpret loss run information;
- Perform extensive global market research for appropriate carriers or re-insurers. Prepare specifications and coordinate with new carriers in connection with the Agencies' annual renewal process; obtain multiple quotes with multiple options for premiums and limits; summarize findings for the Agencies' review;
- Evaluate quotations and analyze pricing, coverages, level of service and financial stability of the insurance carriers providing quotations;
- Negotiate coverage terms and rates;
- Draft special insurance policy language where required and negotiate revisions to the insurance program with underwriters;
- Prepare summary of coverages and develop proposals for the Agencies, including outlining coverage options, market conditions and coverage enhancements;
- Facilitate and coordinate meetings and site visits between underwriters and the Agencies personnel and property locations;
- Develop renewal strategies; negotiate annual renewal terms and conditions and develop the most favorable renewal program on behalf of the Agencies;
- Develop renewal proposals in conformity with time frames specified by the Agencies;
- Bind approved coverages with various carriers and invoice the Agencies;

- Prepare insurance summaries that provide a synopsis of the coverage limits, terms and conditions; and
- Review and approve policies and deliver complete renewal policies to the Agencies.

2. Administration

- Review insurance policies to ensure that terms and conditions conform to negotiated programs;
- As needed, request modifications to insurance policies and obtain endorsements that reflect such changes;
- Process all invoices, prepare billings and transmit with appropriate written explanation to the Agencies for payment;
- Maintain copies of policies and summaries of coverages;
- Attend regularly scheduled meetings with the Chief Financial Officer and the Director of Budgets and Financial Analysis on account-related activities;
- Attend and participate, as requested, in committee meetings and the Agencies' Board meetings;
- Prepare insurance premium projections for the Agencies' annual budget;
- Issue certificates of insurance on behalf of the Agencies as needed;
- As needed, coordinate with the Agencies on projects requiring Railroad Protective Liability policy quotes and bind coverage for same; and
- Monitor client reported claims.

3. Consultation

- Review project contract language, leases, permits-to-enter, and other contracts to ensure maximum risk transference and the inclusion of applicable insurance coverages;
- Review funding agreements and other contracts for the Authority to ensure maximum risk transference and the inclusion of applicable insurance coverages;

- Review insurance coverages and requirements for third party contracts and advise on appropriate coverages and limits to ensure maximum risk transference;
- Provide annual training for Agencies staff on contractual risk transference;
- Upon request, consult with the Agencies staff and General Counsel on insurance and risk management issues;
- Perform inspections of all property locations and advocate for the Agencies with respect to the most cost effective solutions to carrier's loss control recommendations; and
- Manage Contract Insurance Manual; upon approval of the Agencies and Agencies' General Counsel, prepare electronic and hardcopy changes to insurance requirements.
- Manage Railroad Protective Liability Insurance (RRPL) Manual; upon approval of the Agencies and Agencies' General Counsel, prepare electronic and hardcopy changes to insurance requirements.

4. Adjusting/Claim Services

- Report 1st party claims to appropriate insurers;
- Report losses to excess carriers as needed;
- Assist in negotiation of claims and settlements with insurers;
- Provide technical assistance on critical or problem claims;
- Monitor and interpret loss run reports; and
- Coordinate with the Agencies' Claims Administrator for the purposes of monitoring and reporting to excess carriers the status of claims, claim reserves, and litigation defense counsel expenditures.

5. Additional Brokerage Services

Proposers may describe additional services not included in the Scope of Services outlined in this RFP that might be provided to the Agencies and how Proposer would apply them in the event the Agencies choose to implement them. Please show the corresponding fixed hourly rate schedule for these services using the *Cost Proposal Form*. In the event the Agency is compelled to purchase additional or unforeseen coverage not already delineated in section 2 A, either by federal mandate or of necessity, the broker may receive commission directly from the insurer in those instances upon approval by the Agency.

C. Anticipated Annual Hours for Services

The Agencies anticipate requiring the service hours set forth below:

Scope of Services	District Hours	JPB Hours	Authority Hours	Total
Renewals, Marketing and related Account Services	445	425	30	900
Administration including RRP Program	50	150	0	200
Risk Management Consulting	140	490	10	640
Adjusting/Claims Services	150	175	0	325
ESTIMATED TOTAL ANNUAL HOURS	785	1240	40	2,065

20. APPENDIX B.1: DISTRICT SAMPLE AGREEMENT

AGREEMENT BETWEEN THE SAN MATEO COUNTY TRANSIT DISTRICT
(DISTRICT)

AND

_____ (CONSULTANT)

AGREEMENT SUMMARY

Board of Directors' Date of Award:

Resolution Number:

Effective Date of Agreement:

Services to be Performed (Section 1):

The Services to be performed under this Agreement consist of:
Provide Insurance Brokerage Services

Term of Agreement (Section 3): Five-year base term with one two-year option term

Consultant's Key Representative (Section 4):

Name:

Title:

Address:

Tel.

Fax.

Email

Compensation (Section 5):

A. Insurance Brokerage Services:

1. The aggregate amount of this contract shall not to exceed the All-Inclusive, Five-Year Base term with one two-year option term Firm-Fixed Grand Total Price of \$ _____ and an one two-year option term of \$ _____

2. On-Call Services: Firm-Fixed Hourly Rates for the Five-Year Term are set forth in

Exhibit B:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

The scope of the CONSULTANT's services shall consist of the services set forth in the Request for Proposals dated , attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT's written proposal dated _____, attached hereto and incorporated herein as Exhibit B.

A. Insurance Brokerage Services

This is an Agreement to provide **Insurance Brokerage Services**. The CONSULTANT agrees to provide these services to the DISTRICT in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing insurance brokerage services (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

B. On-Call Services

CONSULTANT understands that periodically it may be required to provide insurance brokerage services that are not specifically defined in the Contract Documents on an On-call basis. CONSULTANT agrees to exercise due diligence and professional standard of care in the performance of these services.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement.
- (2) Exhibit A, Request for Proposals
- (3) Exhibit B, CONSULTANT's Proposal, as accepted by the District.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year term commencing upon the Effective Date of the Agreement as determined by the Parties. The CONSULTANT shall furnish the DISTRICT with all the materials and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

The DISTRICT reserves the right, in its sole discretion, to exercise up to one two- year option term to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement any option term is subject to the

DISTRICT's right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. CONSULTANT'S REPRESENTATIVE

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the DISTRICT, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

A.

Insurance Brokerage Services

The CONSULTANT agrees to perform all of the services included in Section 1.A for a Total Firm-Fixed Price all inclusive amount of _____ (\$_____) in accordance with the schedule set forth in Exhibit B.

The Total Firm-Fixed Price shall include all labor, materials, taxes, profit, overhead, reports, insurance, subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The schedule of compensation as included herein shall remain firm during the entire term of the Agreement. The DISTRICT will pay the CONSULTANT in accordance with Section 6.

CONSULTANT agrees to perform the required on-call services included in Section 1.B at the fully burdened Firm-Fixed hourly rates plus mark-up/profit percentage ("mark-up") as stated in this Section 5 [IF INSERTING HOURLY RATES DIRECTLY INTO THIS SECTION] and in Exhibit B.

The agreed-upon hourly labor rates plus the CONSULTANT's mark-up will include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement.

The hourly labor rates and mark-up portion of the hourly labor rates will remain firm during the entire _____-year term of this Agreement. The AGENCY will pay the CONSULTANT in accordance with Section 6.

After the first _____ year(s) of the Agreement term, on an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may, upon written request, adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the AGENCY, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the

succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

It is understood and agreed by the parties that commissions paid to insurance companies add to the cost of insurance policies purchased in any risk management program. The DISTRICT believes that it is appropriate to clearly define the costs of services provided and thereby determine what value is received for these costs. The DISTRICT intends to pay for these services on a firm-fixed-price basis, which will allow reasonable compensation to the broker and a known, budgetable cost to the DISTRICT. Accordingly, unless approved in writing by the District, the CONSULTANT shall not receive any commissions or other remuneration or benefits of any kind from any party other than the DISTRICT for the services rendered under the Agreement with the DISTRICT. The prohibition on the receipt of commissions or other remuneration or benefits shall apply equally to the CONSULTANT as well as any other brokers working with or for the CONSULTANT to provide services to the DISTRICT.

6. MANNER OF PAYMENT

The CONSULTANT shall submit quarterly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number, and the DISTRICT Contract Administrator's name. For the Certificate of Insurance Management and Tracking Service only, the CONSULTANT may submit its invoices on a monthly basis. The DISTRICT will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The DISTRICT reserves the right to withhold payment to the CONSULTANT if the DISTRICT determines that the quantity or quality of the work performed is unacceptable. The DISTRICT shall provide written notice to the CONSULTANT within 10 business days of the DISTRICT's decision not to pay and the reasons for non-payment.

One copy of each invoice should be submitted in either hard copy (paper) format via mail or soft copy format (PDF) via email as follows:

- a) Hard copy (paper) invoices must be sent to the attention of:

Accounts Payable
San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070-1306

- b) Soft copy invoices must be sent to AccountsPayable@samtrans.com

7. NOTICES

All communications relating to the day-to-day activities of the provided services shall be exchanged between the DISTRICT's Director of Risk Management or designee, and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

Secretary

San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070

With a copy to:

Director, Contracts and Procurement
San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070

If to the CONSULTANT:

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, analysis, charts, tables, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT shall be and are the property of the DISTRICT. The DISTRICT shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any materials are lost, damaged, or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Further, the DISTRICT shall own all data and records associated with the Certificate of Insurance Management and Tracking system in perpetuity and sharing or unauthorized copying of any part of the data without the express consent of the DISTRICT is prohibited.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the DISTRICT. The CONSULTANT agrees to execute any additional documents which may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

9. CONFIDENTIALITY

Any DISTRICT materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether

deemed confidential or not, without the approval of the DISTRICT's General Manager/CEO or designee.

10. USE OF SUBCONSULTANTS

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reprographics, typing, and printing. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT shall be solely responsible for reimbursing any subconsultants and the DISTRICT shall have no obligation to them.

11. CHANGES

The DISTRICT may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any DISTRICT conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive DISTRICT approval for extra work prior to performing extra work may, at the DISTRICT's sole discretion, result in nonpayment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONSULTANT shall indemnify, keep and save harmless the DISTRICT and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the DISTRICT or any of the other individuals enumerated above in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

13. INSURANCE

Refer to Appendix D, Insurance Requirements, appended hereto, for the Insurance requirements.

14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

15. ASSIGNMENT

The CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

16. DISTRICT WARRANTIES

The DISTRICT makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the DISTRICT's General Manager/CEO or Deputy CEO, or such person or persons as they shall designate in writing from time to time, shall represent and act for the DISTRICT.

18. WARRANTY OF SERVICES

A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable insurance brokerage firms at the time the services are rendered. In addition, CONSULTANT shall provide such specific warranties as may be set forth in other authorizations as agreed upon by the parties. Further, CONSULTANT warrants that the Certificate of Insurance Management and Tracking Service will be performed in accordance to the standard of care practiced in the certificate of Insurance Management and Tracking industry.

B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, the DISTRICT shall report such deficiencies in writing to the CONSULTANT within a reasonable time. The DISTRICT thereafter shall have:

1. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the DISTRICT that it has undertaken said re-performance.
3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all costs associated with the re-performance of the work as a result of errors and omissions.

19. CLAIMS OR DISPUTES

The CONSULTANT shall be solely responsible for providing timely written notice to DISTRICT of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the DISTRICT's intent to investigate and attempt to resolve any

CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the DISTRICT, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the DISTRICT due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the DISTRICT, such notice shall be given to the DISTRICT prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the DISTRICT, and shall be governed by all applicable provisions of the Agreement. The CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT's claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

20. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the DISTRICT reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

The DISTRICT, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as DISTRICT may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of DISTRICT to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from DISTRICT to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by DISTRICT.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work which the DISTRICT has specifically directed CONSULTANT to suspend under this Section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

22. TERMINATION AND TRANSITION

A. Termination for Convenience. The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

A. D. Contract Transition Plan

CONSULTANT agrees to cooperate fully with the AGENCY in the orderly transfer of business to CONSULTANT's successor in the event of any termination or the expiration of this Agreement.

Further, in the event that CONSULTANT is not selected or designated as the AGENCY 's Consultant beyond the term of this Agreement, CONSULTANT shall be obligated to carry out such

transition activities as may be required by the AGENCY to preserve and protect the operational integrity of the AGENCY and to help effect a smooth transition to the successor Consultant.

At the AGENCY's request, CONSULTANT shall transfer to the AGENCY or to the successor Consultant all records of the AGENCY then in CONSULTANT's possession including, but not limited to, hardcopy files, electronic data, records contained in proprietary databases, and all certificate of insurance records in any format, in CONSULTANT's possession at the time of termination or expiration.

23. NOT USED

24. NOT USED

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants shall permit the DISTRICT, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the DISTRICT's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the DISTRICT for those costs within sixty (60) days of written notification by the DISTRICT.

26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the DISTRICT deems appropriate.

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR will take affirmative actions to ensure that applicants are employed, and that employees are treated

during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

28. CONFLICT OF INTEREST

Exhibit A sets forth important Conflict of Interest rules that will be in force throughout the term of this Agreement. In addition to those provisions, the following also apply:

A. General

Depending on the nature of the work performed, a CONSULTANT of the DISTRICT may be subject to the same conflict of interest prohibitions established by California law that govern DISTRICT's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the DISTRICT's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by DISTRICT.

No person previously in the position of Director, Officer, employee or agent of the DISTRICT during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the DISTRICT, or any Officer or employee of the DISTRICT, for a period of one (1) year after leaving office or employment with the DISTRICT if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the DISTRICT; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any Subconsultant or independent

consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide the DISTRICT with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, DISTRICT becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, DISTRICT shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by DISTRICT, the DISTRICT will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The DISTRICT's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the DISTRICT upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT shall retain this record for five (5) years after the DISTRICT makes final payment under this Agreement. Such lists may be published as part of future DISTRICT solicitations.

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall monitor and enforce these policies and shall require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the DISTRICT in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

29. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the DISTRICT, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the DISTRICT will have no obligation to withhold any information from disclosure and may release the information sought without liability to the DISTRICT.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the DISTRICT may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the DISTRICT determines that information in the confidentiality index is not exempt from disclosure, the DISTRICT will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails

to accept a tender of a defense, the DISTRICT reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

30. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

31. WAIVER

Any waiver of any breach or covenant of this Agreement must be in writing and executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

32. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

33. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

34. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the DISTRICT.

35. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the DISTRICT provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

36. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

37. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the DISTRICT. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

SAN MATEO COUNTY TRANSIT DISTRICT: CONSULTANT: (See footnote below)*

Signature: _____

Print: April Chan

Title: General Manager/CEO

ATTEST:

By: _____
Dora Seamans / District Secretary

Signature: _____

Print: _____

Title: _____

Signature: _____

Print: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Joan Cassman / Attorney for the District

*Note: If the Contractor is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

If the Contractor is an LLC, this Agreement must be executed by an officer or member provided that evidence satisfactory to the DISTRICT is provided demonstrating that such individual is authorized to bind the LLC (e.g. a copy of the LLC's Operating Agreement).

21. APPENDIX B.2: JPB SAMPLE AGREEMENT

AGREEMENT BETWEEN THE PENINSULA CORRIDOR JOINT POWERS
BOARD (JPB)

AND

_____ (CONSULTANT)

AGREEMENT SUMMARY

Board of Directors' Date of Award:

Resolution Number:

Effective Date of Agreement:

Services to be Performed (Section 1):

The Services to be performed under this Agreement consist of:
Provide Insurance Brokerage Services

Term of Agreement (Section 3): Five year base term with one 2-year option

Consultant's Key Representative (Section 4):

Name:

Title:

Address:

Tel.

Fax.

Email

Compensation (Section 5):

B. Insurance Brokerage Services:

**3. The aggregate amount of this contract shall not to exceed the All-Inclusive,
Five-Year Firm-Fixed Grand Total Price of \$ _____**

On-Call Services: Firm-Fixed Hourly Rates for the Five-Year Term are set forth in Exhibit
B

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

The scope of the CONSULTANT's services shall consist of the services set forth in the Request for Proposals dated _____, attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT's written proposal dated _____, attached hereto and incorporated herein as Exhibit B.

A. Insurance Brokerage Services

This is an Agreement to provide **Insurance Brokerage Services**. The CONSULTANT agrees to provide these services to the JPB in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing insurance brokerage services (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

B. On-Call Services

CONSULTANT understands that periodically it may be required to provide insurance brokerage services that are not specifically defined in the Contract Documents on an On-call basis. CONSULTANT agrees to exercise due diligence and professional standard of care in the performance of these services.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement.
- (2) Exhibit A, Request for Proposals
- (3) Exhibit B, CONSULTANT's Proposal, as accepted by the JPB.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year term commencing upon the Effective Date of the Agreement as determined by the Parties. The CONSULTANT shall furnish the JPB with all the materials and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

The JPB reserves the right, in its sole discretion, to exercise up to one two- year option term to extend the Agreement, pursuant to the terms of this Agreement. If the JPB determines to exercise the option term(s), the JPB will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement and any option term is subject to the JPB's right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. CONSULTANT'S REPRESENTATIVE

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the JPB, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who shall possess similar qualifications and experience for this position

5. COMPENSATION

The CONSULTANT agrees to perform all of the services included in Section 1 for a Total Firm-Fixed Price all inclusive amount of _____ (\$ _____) in accordance with the schedule set forth in Exhibit B.

CONSULTANT agrees to perform the required on-call services included in Section 1.B at the fully burdened Firm-Fixed hourly rates plus mark-up/profit percentage ("mark-up") as stated in this Section 5 [IF INSERTING HOURLY RATES DIRECTLY INTO THIS SECTION] and in Exhibit B.

The agreed-upon hourly labor rates plus the CONSULTANT's mark-up will include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement.

The hourly labor rates and mark-up portion of the hourly labor rates will remain firm during the entire _____-year term of this Agreement. The JPB will pay the CONSULTANT in accordance with Section 6.

After the first _____ year(s) of the Agreement term, on an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may, upon written request, adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the JPB, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the JPB, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

It is understood and agreed by the parties that commissions paid to insurance companies add to the cost of insurance policies purchased in any risk management program. The JPB believes that it is appropriate to clearly define the costs of services provided and thereby determine JPB value is received for these costs. The JPB intends to pay for these services on a firm-fixed-price basis, which will allow reasonable compensation to the broker and a known, budgetable cost to the JPB. Accordingly, unless approved in writing by the JPB, the CONSULTANT shall not receive any commissions or other remuneration or benefits of any kind from any party other than the JPB for the services rendered under the Agreement with the JPB. The prohibition on the receipt of commissions or other remuneration or benefits shall apply equally to the CONSULTANT as well as any other brokers working with or for the CONSULTANT to provide services to the JPB.

6. MANNER OF PAYMENT

The CONSULTANT shall submit quarterly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number, and the JPB Contract Administrator's name. The JPB will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The JPB reserves the right to withhold payment to the CONSULTANT if the JPB determines that the quantity or quality of the work performed is unacceptable. The JPB shall provide written notice to the CONSULTANT within 10 business days of the JPB's decision not to pay and the reasons for non-payment.

One copy of each invoice should be submitted in either hard copy (paper) format via mail or soft copy format (PDF) via email as follows:

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

9. CONFIDENTIALITY

Any JPB materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the JPB's Executive Director or designee.

10. USE OF SUBCONSULTANTS

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the JPB, except for service firms engaged in drawing, reprographics, typing, and printing. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT shall be solely responsible for reimbursing any subconsultants and the JPB shall have no obligation to them.

11. CHANGES

The JPB may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any JPB conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT shall so advise the JPB immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the JPB prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive JPB approval for extra work prior to performing extra work may, at the JPB's sole discretion, result in nonpayment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONSULTANT shall indemnify, keep and save harmless the , the City and County of San Francisco, the Santa Clara Valley Transportation Authority and the San Mateo County Transit District, the Union Pacific Railroad Company, and TransitAmerica Services, Inc. (TASI) or successor Operator of

Record, and all of their respective officers, directors, employees, volunteers and agents, the successors and assigns of any of them (collectively referred to as "Indemnitees") against any and all suits, claims or actions arising out of any of the following:

- C. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- D. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the JPB or any of the other individuals enumerated above in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

13. INSURANCE

Refer to Appendix D, Insurance Requirements, appended hereto, for the Insurance requirements.

14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the JPB. The CONSULTANT is and shall be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

15. ASSIGNMENT

The CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the JPB.

16. JPB WARRANTIES

The JPB makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. JPB REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the JPB, the JPB's Executive Director or Deputy CEO, or such person or persons as they shall designate in writing from time to time, shall represent and act for the JPB.

18. WARRANTY OF SERVICES

A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable insurance brokerage firms at the time the services are rendered. In addition, CONSULTANT shall provide such specific warranties as may be set forth in other authorizations as agreed upon by the parties.

B. In the event that any services provided by the CONSULTANT hereunder are deficient

because of CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, the JPB shall report such deficiencies in writing to the CONSULTANT within a reasonable time. The JPB thereafter shall have:

1. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the JPB that it has undertaken said re-performance.
3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all costs associated with the re-performance of the work as a result of errors and omissions.

19. CLAIMS OR DISPUTES

The CONSULTANT shall be solely responsible for providing timely written notice to JPB of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the JPB's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the JPB, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the JPB due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the JPB, such notice shall be given to the JPB prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

There is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the JPB, and shall be governed by all applicable provisions of the Agreement. The CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT's claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

20. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the JPB reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

The JPB, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as JPB may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of JPB to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from JPB to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by JPB.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work which the JPB has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

22. TERMINATION AND TRANSITION

A. Termination for Convenience. The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. NOT USED

24. NOT USED

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants shall permit the JPB, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the JPB's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the JPB for those costs within sixty (60) days of written notification by the JPB.

26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the JPB deems appropriate.

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation,

gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. . The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No.

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

28. CONFLICT OF INTEREST

Exhibit A sets forth important Conflict of Interest rules that will be in force throughout the term of this Agreement. In addition to those provisions, the following also apply:

A. General

Depending on the nature of the work performed, a CONSULTANT of the JPB may be subject to the same conflict of interest prohibitions established by California law that govern JPB's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the JPB's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by JPB.

No person previously in the position of Director, Officer, employee or agent of the JPB during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the JPB, or any Officer or employee of the JPB, for a period of one (1) year after leaving office or employment with the JPB if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the JPB; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide the JPB with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, JPB becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, JPB shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by JPB, the JPB will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The JPB's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the JPB upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT shall retain this record for five (5) years after the JPB makes final payment under this Agreement. Such lists may be published as part of future JPB solicitations.

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall monitor and enforce these policies and shall require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the JPB in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

29. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the JPB, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the JPB will have no obligation to withhold any information from disclosure and may release the information sought without liability to the JPB.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the JPB may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the JPB determines that information in the confidentiality index is not exempt from disclosure, the JPB will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the JPB, its directors,

officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the JPB reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein

30. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

31. WAIVER

Any waiver of any breach or covenant of this Agreement must be in writing and executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

32. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

33. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

34. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the JPB.

35. RIGHTS AND REMEDIES OF THE JPB

The rights and remedies of the JPB provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

36. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

37. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the JPB. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

PENINSULA CORRIDOR JOINT POWERS BOARD: CONSULTANT: (See footnote below)*

Signature: _____

Print: Michelle Bouchard

Title: Executive Director

ATTEST:

By: _____
Dora Seamans / JPB Secretary

Signature: _____

Print: _____

Title: _____

Signature: _____

Print: _____

Title: _____

APPROVED AS TO FORM:

By: _____
James Harrison / Attorney for the JPB

*Note: If the Contractor is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the JPB is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

If the Contractor is an LLC, this Agreement must be executed by an officer or member provided that evidence satisfactory to the JPB is provided demonstrating that such individual is authorized to bind the LLC (e.g. a copy of the LLC's Operating Agreement).

22. APPENDIX B.3: TA SAMPLE AGREEMENT

AGREEMENT BETWEEN THE SAN MATEO COUNTY TRANSPORTATION
AUTHORITY (AUTHORITY)

AND

_____(CONSULTANT)

AGREEMENT SUMMARY

Board of Directors' Date of Award:

Resolution Number:

Effective Date of Agreement:

Services to be Performed (Section 1):

The Services to be performed under this Agreement consist of:
Provide Insurance Brokerage Services

Term of Agreement (Section 3): Five years

Consultant's Key Representative (Section 4):

Name: _____ **Title:** _____

Address: _____

Tel. _____ **Fax.** _____ **Email** _____

Compensation (Section 5):

The aggregate amount of this contract shall not to exceed the All-Inclusive, Five-Year Firm-Fixed Grand Total Price of \$ _____

On-Call Services: Firm-Fixed Hourly Rates for the Five-Year Term are set forth in Exhibit B

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

The scope of the CONSULTANT's services shall consist of the services set forth in the Request for Proposals dated _____, attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT's written proposal dated _____, attached hereto and incorporated herein as Exhibit B.

A. Insurance Brokerage Services

This is an Agreement to provide **Insurance Brokerage Services**. The CONSULTANT agrees to provide these services to the San Mateo County Transportation Authority (AUTHORITY) in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing insurance brokerage services (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

B. On-Call Services

CONSULTANT understands that periodically it may be required to provide insurance brokerage services that are not specifically defined in the Contract Documents on an On-call basis. CONSULTANT agrees to exercise due diligence and professional standard of care in the performance of these services.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement.
- (2) Exhibit A, Request for Proposals
- (3) Exhibit B, CONSULTANT's Proposal, as accepted by the Authority.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year term commencing upon the Effective Date of the Agreement as determined by the Parties. The CONSULTANT shall furnish the AUTHORITY with all the materials and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

The AUTHORITY reserves the right, in its sole discretion, to exercise up to one two- year option term to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCY determines to exercise the option term(s), the AGENCY will give the AUTHORITY at least 30 days' written notice of its determination.

It is understood that the term of the Agreement and any option term is subject to the AUTHORITY's right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. CONSULTANT'S REPRESENTATIVE

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the AUTHORITY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

CONSULTANT agrees to perform the required on-call services included in Section 1.B at the fully burdened Firm-Fixed hourly rates plus mark-up/profit percentage ("mark-up") as stated in this Section 5 [IF INSERTING HOURLY RATES DIRECTLY INTO THIS SECTION] and in Exhibit B.

The agreed-upon hourly labor rates plus the CONSULTANT's mark-up will include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement.

The hourly labor rates and mark-up portion of the hourly labor rates will remain firm during the entire [redacted]-year term of this Agreement. The AUTHORITY will pay the CONSULTANT in accordance with Section 6.

After the first [redacted] year(s) of the Agreement term, on an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may, upon written request, adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the AUTHORITY, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AUTHORITY, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

It is understood and agreed by the parties that commissions paid to insurance companies add to the cost of insurance policies purchased in any risk management program. The AUTHORITY believes that it is appropriate to clearly define the costs of services provided and thereby determine what value is received for these costs. The AUTHORITY intends to pay for these services on a firm-fixed-price basis, which will allow reasonable compensation to the broker and a known, budgetable cost to the AUTHORITY. Accordingly, unless approved in writing by the AUTHORITY, the CONSULTANT shall not receive any commissions or other remuneration or benefits of any kind from any party other than the AUTHORITY for the services rendered under the Agreement with the AUTHORITY. The prohibition on the receipt of commissions or other remuneration or benefits shall apply equally to the CONSULTANT as well as any other brokers working with or for the CONSULTANT to provide services to the AUTHORITY.

6. MANNER OF PAYMENT

The CONSULTANT shall submit quarterly invoices/billing statements detailing all the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number, and the AUTHORITY Contract Administrator's name. The AUTHORITY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AUTHORITY reserves the right to withhold payment to the CONSULTANT if the AUTHORITY determines that the quantity or quality of the work performed is unacceptable. The AUTHORITY shall provide written notice to the CONSULTANT within 10 business days of the AUTHORITY's decision not to pay and the reasons for non-payment.

One copy of each invoice should be submitted in either hard copy (paper) format via mail or soft copy format (PDF) via email as follows:

a) Hard copy (paper) invoices must be sent to the attention of:

Accounts Payable
San Mateo County Transportation Authority
1250 San Carlos Avenue
San Carlos, CA 94070-1306

b) Soft copy invoices must be sent to AccountsPayable@samtrans.com

7. NOTICES

All communications relating to the day-to-day activities of the provided services shall be exchanged between the AUTHORITY's Director of Risk Management or designee, and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AUTHORITY: Secretary
San Mateo County Transportation Authority
1250 San Carlos Avenue
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement
San Mateo County Transportation Authority
1250 San Carlos Avenue

San Carlos, CA 94070

If to the CONSULTANT:

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, analysis, charts, tables, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT shall be and are the property of the AUTHORITY. The AUTHORITY shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to the AUTHORITY. If any materials are lost, damaged, or destroyed before final delivery to the AUTHORITY, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AUTHORITY. The CONSULTANT agrees to execute any additional documents which may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

9. CONFIDENTIALITY

Any AUTHORITY materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AUTHORITY's Executive Director or designee.

10. USE OF SUBCONSULTANTS

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the AUTHORITY, except for service firms engaged in drawing, reprographics, typing, and printing. Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT shall be solely responsible for reimbursing any subconsultants and the AUTHORITY shall have no obligation to them.

11. CHANGES

The AUTHORITY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AUTHORITY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT shall so advise the AUTHORITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the AUTHORITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AUTHORITY approval for extra work prior to performing extra work may, at the AUTHORITY's sole discretion, result in nonpayment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONSULTANT shall indemnify, keep and save harmless the AUTHORITY and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the AUTHORITY or any of the other individuals enumerated above in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

13. INSURANCE

Refer to Appendix D Insurance Requirements, appended hereto, for the Insurance requirements.

14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the AUTHORITY. The CONSULTANT is and shall be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

15. ASSIGNMENT

The CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AUTHORITY.

16. AUTHORITY WARRANTIES

The AUTHORITY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. AUTHORITY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AUTHORITY, the AUTHORITY's Executive Director or Deputy CEO, or such person or persons as they shall designate in writing from time to time, shall represent and act for the AUTHORITY.

18. WARRANTY OF SERVICES

A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable insurance brokerage firms at the time the services are rendered. In addition, CONSULTANT shall provide such specific warranties as may be set forth in other authorizations as agreed upon by the parties.

B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, the AUTHORITY shall report such deficiencies in writing to the CONSULTANT within a reasonable time. The AUTHORITY thereafter shall have:

1. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AUTHORITY that it has undertaken said re-performance.
3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all costs associated with the re-performance of the work as a result of errors and omissions.

19. CLAIMS OR DISPUTES

The CONSULTANT shall be solely responsible for providing timely written notice to AUTHORITY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AUTHORITY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AUTHORITY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AUTHORITY due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of

the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AUTHORITY, such notice shall be given to the AUTHORITY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the AUTHORITY and shall be governed by all applicable provisions of the Agreement. The CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONSULTANT's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT's claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

20. REMEDIES

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AUTHORITY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

The AUTHORITY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AUTHORITY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of AUTHORITY to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from AUTHORITY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by AUTHORITY.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work which the AUTHORITY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

22. TERMINATION AND TRANSITION

A. Termination for Convenience. The AUTHORITY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of

time or resources, except for costs reasonably necessary to effect the termination. If the AUTHORITY terminates the Agreement for convenience, the AUTHORITY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AUTHORITY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AUTHORITY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AUTHORITY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, the AUTHORITY may find the CONSULTANT to be in default. After delivery of a written notice of default AUTHORITY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AUTHORITY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AUTHORITY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AUTHORITY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AUTHORITY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AUTHORITY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AUTHORITY is not in any manner liable for the CONSULTANT'S actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AUTHORITY upon the effective date of the termination for default.

C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contract Transition Plan

CONSULTANT agrees to cooperate fully with the AUTHORITY in the orderly transfer of business to CONSULTANT's successor in the event of any termination or the expiration of this Agreement.

Further, in the event that CONSULTANT is not selected or designated as the AUTHORITY'S Consultant beyond the term of this Agreement, CONSULTANT shall be obligated to carry out such transition activities as may be required by the AUTHORITY to preserve and protect the operational integrity of the AUTHORITY and to help effect a smooth transition to the successor Consultant.

At the AUTHORITY'S request, CONSULTANT shall transfer to the AUTHORITY or to the successor Consultant all records of the AUTHORITY then in CONSULTANT'S possession including, but not limited to, hardcopy files, electronic data, records contained in proprietary databases, and all certificate of insurance records in any format, in CONSULTANT'S possession at the time of termination or expiration.

23. **NOT USED**

24. **NOT USED**

25. **MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants shall permit the AUTHORITY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AUTHORITY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AUTHORITY for those costs within sixty (60) days of written notification by the AUTHORITY.

26. **NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate.

27. **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

28. CONFLICT OF INTEREST

Exhibit A sets forth important Conflict of Interest rules that will be in force throughout the term of this Agreement. In addition to those provisions, the following also apply:

A. General

Depending on the nature of the work performed, a CONSULTANT of the AUTHORITY may be subject to the same conflict of interest prohibitions established by California law that govern AUTHORITY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AUTHORITY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AUTHORITY.

No person previously in the position of Director, Officer, employee or agent of the AUTHORITY during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AUTHORITY, or any Officer or employee of the AUTHORITY, for a period of one (1) year after leaving office or employment with the AUTHORITY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AUTHORITY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide the AUTHORITY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AUTHORITY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AUTHORITY shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or

discovered by AUTHORITY, the AUTHORITY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AUTHORITY's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AUTHORITY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT shall retain this record for five (5) years after the AUTHORITY makes final payment under this Agreement. Such lists may be published as part of future AUTHORITY solicitations.

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall monitor and enforce these policies and shall require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AUTHORITY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

29. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AUTHORITY, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AUTHORITY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AUTHORITY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AUTHORITY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AUTHORITY determines that information in the confidentiality index is not exempt from disclosure, the AUTHORITY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AUTHORITY, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AUTHORITY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

30. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

31. WAIVER

Any waiver of any breach or covenant of this Agreement must be in writing and executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach

or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

32. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

33. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

34. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AUTHORITY.

35. RIGHTS AND REMEDIES OF THE AUTHORITY

The rights and remedies of the AUTHORITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

36. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

37. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AUTHORITY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

SAN MATEO COUNTY TRANSPORTATION AUTHORITY: **CONSULTANT:**
(See footnote below)*

Signature: _____

Print: April Chan

Title: Executive Director

ATTEST:

By: _____
Dora Seamans / Authority Secretary

Signature: _____

Print: _____

Title: _____

Signature: _____

Print: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Joan Cassman / Attorney for the Authority

*Note: If the Contractor is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the Authority is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

If the Contractor is an LLC, this Agreement must be executed by an officer or member provided that evidence satisfactory to the AUTHORITY is provided demonstrating that such individual is authorized to bind the LLC (e.g. a copy of the LLC's Operating Agreement).

23. APPENDIX C.1: INSURANCE COVERAGE OVERVIEW (DISTRICT)

**SAN MATEO COUNTY TRANSIT DISTRICT
 INSURANCE COVERAGE OVERVIEW
 (All policies effective July 1)**

Coverage	Lead Insurer	Limits and Deductibles
Liability – Primary Layer (All liability policies extend coverage to the San Mateo County Transportation Authority (TA))	Munich Re	\$5,000,000 Limit \$2,000,000 Self-Insured Retention
Liability – First Excess	Berkley PE/Gemini	\$4,000,000 excess \$5,000,000
Liability – Second Excess	Allied World	\$10,000,000 excess \$9,000,000
Liability – Third Excess	Hallmark	\$5,000,000 excess \$19,000,000
Liability – Fourth Excess	Gemini/Berkley	\$10,000,000 excess \$24,000,000
Liability – Fifth Excess	Lexington	\$5,000,000 excess \$34,000,000
Liability – Sixth Excess	Great American	\$10,000,000 excess \$39,000,000
Liability – Seventh Excess	Aspen 20 % Hamilton 15% Convex 10% Ascot 5% Awac 5% Inigo 10%	\$50,000,000 excess \$49,000,000

	Apollo 10% Argo 5%	
Bus Physical Damage	Lexington	\$1,000,000 Maximum Limit any one Vehicle. Replacement Cost Coverage. \$50,000 deductible 60ft buses \$25,000 deductible 40ft buses \$10,000 deductible 35ft buses \$5,000 Non-Revenue Vehicles
Property	AIG	\$90,000,000 Per Occurrence \$10,000,000 Business Income \$25,000,000 Flood & EQSL \$25,000 deductible except \$100,000 Flood/\$500,000 High Hazard Flood
Environmental Liability	Axon	\$6,000,000 Limit \$50,000 Deductible
Employment Practices Liability	PGUI / Indian Harbor	\$5,000,000,000 limit \$500,000 Self-Insured Retention
Cyber Liability coverage extends to the PCJPB and the Transportation (TA)	Resilience	\$2,000,000 Limit \$250,000 Self-Insured Retention
Crime (Includes coverage for PCJPB and San Mateo County Transportation Authority)	Zurich Ironshore	\$15,000,000 Employee Dishonesty, Depositor's Forgery, Computer Fraud, Wire Transfer \$150,000 Inside and Outside \$1,000,000 Faithful

		Performance \$25,000 Deductible
Fiduciary Liability	Chubb	\$2,000,000 Limit \$10,000 Self-Insured Retention
Kidnap Ransom	Chubb	\$1,000,000 Limit No Self-Insured Retention

24. APPENDIX C.2: INSURANCE COVERAGE OVERVIEW (JPB)

**PENINSULA CORRIDOR JOINT POWERS BOARD
 INSURANCE COVERAGE OVERVIEW
 (All policies are effective July 1)**

Coverage	Carriers	Limits and Deductibles
Liability – Primary Layer	Apollo 66.67% Aegis 33.33%	\$1,000,000 excess \$2,000,000 Self-Insured Retention TRIEA
Liability – First Excess	Lexington (AIG) 22.727% Aegis 10.238% Gemini 10.238% AXA XL 22.5% Argenta 4.545% MAP 6.818% Inigo 6.818% Apollo 4.75% QBE 11.363%	\$22,000,000 excess \$3,000,000 TRIEA
Liability – Second Excess	Canopus 20% Gemini (Boston) 56% Hannover Re 10% Aspen 14%	\$25,000,000 excess 25,000,000 TRIEA
Liability – Third Excess	Lexington (London) 9.090% Argo Re (Bermuda) 18.18% Sompos 24.4% Apollo 24% Aegis	\$55,000,000 excess \$50,000,000 TRIEA

Liability – Sixth Excess	Ascot 19.565% Ark 32.608% Hexlix 47.826%	\$23,000,000 excess \$300,000,000 TRIEA
Federal Employers Liability Act (FELA)	Aegis 40% AXA XL 40% MPA 20%	\$2,500,000 per occurrence / \$5,000,000 annual aggregate \$500,000 self-insured retention
Federal Employers Liability Act (FELA)	Lexington 22.727% AXA XL 22.500% Apollo 4.750% QBE 11.363% MAP	\$22,000,000 excess \$3,000,000

	6.818% Inigo 6.818% Argenta 4.545% Aegis 10.238% Gemini 10.238%	
Federal Employers Liability Act (FELA)	Gemini 56% Canopus 20% Hanover Re 15% Aspen 9%	\$25,000,000 excess \$25,000,000
Property	Great American (\$150m) Mitsui Sumitomo (\$100m xs \$150m) Chubb (\$150m xs \$250m)	\$400,000,000 Loss Limit for Real and Personal Property TRIA Included \$25,000,000 Extra Expense \$1,000,000 any other Location \$500,000 Property in Transit \$500,000 Deductible except \$1,000,000 Deductible-Fiber Optic
Public Officials Liability	RSUI Primary 5m limits Ironshore ACE/Chubb	\$15,000,000 Limit \$5,000,000 excess \$5,000,000 \$5,000,000 excess

		\$10,000,000 \$75,000 Self-Insured Retention
Environmental Liability	ACE/Chubb	\$10,000,000 Limit \$50,000 Deductible TRIA included
Blanket Railroad Protective	Liberty	\$10M per occ. / \$10M agg \$5M per occ. / \$10M agg \$2M per occ. / \$6M agg First Dollar Coverage-No Retention
Special Events	Indian Harbor	2M per occurrence 4M aggregate limit \$25,000 Self-Insured Retention
Volunteers Accidental Death & Dismemberment	Chubb	\$100,000 benefit limit No deductible

25. APPENDIX C.3: INSURANCE COVERAGE OVERVIEW (TA)

**SAN MATEO COUNTY TRANSPORTATION AUTHORITY
INSURANCE COVERAGE OVERVIEW
(All policies are effective July 1)**

Coverage	Lead Insurer	Limits and Deductibles
Liability – Primary Layer	APR	\$1M per occ / 2M aggregate \$50,000 Self-Insured Retention
Liability – Excess Umbrella	AWAC	\$10,000,000 excess \$1,000,000
Public Officials Liability	ACE	\$3,000,000 Limit \$50,000 Self-Insured-Retention

26. APPENDIX D.1: INSURANCE COVERAGE REQUIREMENTS (DISTRICT)

CONSULTANT agrees to meet the following insurance requirements as set forth below in provision of INSURANCE BROKERAGE SERVICES AND/OR CERTIFICATE OF INSURANCE MANAGEMENT & TRACKING SERVICES

INSURANCE

The insurance requirements specified in this Section shall cover CONSULTANT'S own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONSULTANT authorizes to work under this Agreement. CONSULTANT is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$5 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONSULTANT shall assume any and all costs and expenses that may be incurred in fulfilling CONSULTANT'S indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONSULTANT'S insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this Agreement, CONSULTANT shall provide the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS) with satisfactory evidence of compliance with the insurance requirements of this Section by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of **\$5 million**.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$5 million** per occurrence or claim and a general aggregate limit of at least **\$5 million**. Such insurance shall cover all of CONSULTANT'S operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

-
- a. This insurance shall include coverage for, but not be limited to:
- Premises and operations.
 - Products and completed operations.
 - Personal injury.
 - Advertising injury.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Separation of Insureds Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$5 million** per accident or loss.

- a. This insurance shall include coverage for, but not be limited to:
- All owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
- CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the DISTRICT, if any.
 - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

5. Professional Liability Insurance.

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the DISTRICT and having minimum limits of liability of **\$5 million** per claim or occurrence and **\$5 million** annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the San Mateo County Transit District and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the San Mateo County Transit District and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the San Mateo County Transit District.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the San Mateo County Transit District as an Additional Insured shall not in any way affect DISTRICT's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONSULTANT. The purpose of this coverage is to protect CONSULTANT and the San Mateo County Transit District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, CONSULTANT shall provide to Insurance Tracking Services, Inc. (ITS), the DISTRICT's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the CONSULTANT under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The DISTRICT Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:
San Mateo County Transit District
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

In addition, the CONSULTANT shall promptly deliver to ITS a Certificate of Insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

D. GENERAL PROVISIONS

1. Notice of Cancellation.

Each insurance policy supplied by the CONSULTANT shall provide at least 30 days' written notice to CONSULTANT of cancellation or non-renewal. CONSULTANT must then provide at least 30 days' prior written notice to the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:
San Mateo County Transit District
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the DISTRICT (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the DISTRICT and CONSULTANT'S agreement to waive subrogation against the DISTRICT respecting any and all claims that may arise, CONSULTANT'S obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONSULTANT'S personnel and equipment have been removed from the DISTRICT property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONSULTANT'S start of work (including subsequent policies purchased as renewals or replacements).
 - b. CONSULTANT shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
 - c. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
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- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions.

CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT'S policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subconsultant contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

27. APPENDIX D.2: INSURANCE COVERAGE REQUIREMENTS (JPB)

CONSULTANT agrees to meet the following insurance requirements as set forth below in provision of INSURANCE BROKERAGE SERVICES AND/OR CERTIFICATE OF INSURANCE MANAGEMENT & TRACKING SERVICES]

INSURANCE

The insurance requirements specified in this Section shall cover CONSULTANT's own liability and any liability arising out of work or services performed under this Agreement by any subconsultants, subconsultants, suppliers, temporary workers, independent CONSULTANTS, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONSULTANT authorizes to work under this Agreement. CONSULTANT is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$5 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONSULTANT shall assume any and all costs and expenses that may be incurred in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONSULTANT's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Agreement, CONSULTANT shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

- a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits of \$10,000,000 per occurrence.
- c. If the California Labor Code requiring Workers' Compensation applies, the CONSULTANT shall also maintain Employer's Liability coverage with minimum limits of **\$5 million**.
- d. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$5 million** per occurrence or claim and a general aggregate limit of at least **\$5 million**. Such insurance shall cover all of CONSULTANT's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion,

Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Personal injury.
 - Advertising injury.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Separation of Insureds Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$5 million** per accident or loss.

- a. This insurance shall include coverage for, but not be limited to:
 - All owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
 - CONSULTANT's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the JPB, if any.
 - Builders risk for property in the course of construction.

- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

5. Professional Liability Insurance.

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the JPB and having minimum limits of liability of **\$5 million** per claim or occurrence and **\$5 million** annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the JPB.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company as Additional Insureds shall not in any way affect the JPB's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONSULTANT. The purpose of this coverage is to protect CONSULTANT and the JPB in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, CONSULTANT shall provide to Insurance Tracking Services, Inc. (ITS), the JPB's authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided by the CONSULTANT under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The JPB Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:
Peninsula Corridor Joint Powers Board
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

In addition, the CONSULTANT shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

D. GENERAL PROVISIONS

1. Notice of Cancellation.

Each insurance policy supplied by the CONSULTANT shall provide at least 30 days' written notice to CONSULTANT of cancellation or non-renewal. CONSULTANT must then provide at least 30 days' prior written notice to the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:
Peninsula Corridor Joint Powers Board
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the JPB (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the JPB and CONSULTANT's agreement to waive subrogation against the JPB respecting any and all claims that may arise, CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONSULTANT's personnel and equipment have been removed from the JPB property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material

breach of this Agreement.

5. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- e. Policy retroactive date coincides with or precedes the CONSULTANT's start of work (including subsequent policies purchased as renewals or replacements).
- f. CONSULTANT shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- g. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- h. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions.

CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the JPB. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subCONSULTANT contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subCONSULTANT, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subCONSULTANT is not a named defendant in the lawsuit.

28. APPENDIX D.3: INSURANCE COVERAGE REQUIREMENTS (TA)

USI Insurance Services National, Inc. (Consultant), agrees to meet the following insurance requirements as set forth below in provision of INSURANCE BROKERAGE SERVICES

INSURANCE

The insurance requirements specified in this Section shall cover CONSULTANT'S own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONSULTANT authorizes to work under this Agreement. CONSULTANT is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$5 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONSULTANT shall assume any and all costs and expenses that may be incurred in fulfilling CONSULTANT'S indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONSULTANT'S insurance be primary without any right of contribution from the AUTHORITY. Prior to beginning work under this Agreement, CONSULTANT shall provide the AUTHORITY's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS) with satisfactory evidence of compliance with the insurance requirements of this Section by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

- d. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- e. Employer's Liability coverage with minimum limits of **\$5 million**.
- f. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$5 million** per occurrence or claim and a general aggregate limit of at least **\$5 million**. Such insurance shall cover all of CONSULTANT'S operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- c. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
-

-
- Products and completed operations.
 - Personal injury.
 - Advertising injury.

d. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$5 million** per accident or loss.

c. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

d. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

4. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

c. This insurance shall include coverage for, but not be limited to:

- CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of the AUTHORITY, if any.
- Builders risk for property in the course of construction.

d. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

5. Professional Liability Insurance.

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the AUTHORITY and having minimum limits of liability of **\$5 million** per claim or occurrence and **\$5 million** annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

E. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the San Mateo County Transportation Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the San Mateo County Transportation Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the San Mateo County Transportation Authority.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the San Mateo County Transportation Authority as an Additional Insured shall not in any way affect AUTHORITY's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONSULTANT. The purpose of this coverage is to protect CONSULTANT and the San Mateo County Transportation Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

F. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, CONSULTANT shall provide to Insurance Tracking Services, Inc. (ITS), the AUTHORITY's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the CONSULTANT under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The AUTHORITY Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:
San Mateo County Transportation Authority
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

In addition, the CONSULTANT shall promptly deliver to ITS a Certificate of Insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance

coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

G. GENERAL PROVISIONS

1. Notice of Cancellation.

Each insurance policy supplied by the CONSULTANT shall provide at least 30 days' written notice to CONSULTANT of cancellation or non-renewal. CONSULTANT must then provide at least 30 days' prior written notice to the AUTHORITY's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:
San Mateo County Transportation Authority
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the AUTHORITY (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the AUTHORITY and CONSULTANT'S agreement to waive subrogation against the AUTHORITY respecting any and all claims that may arise, CONSULTANT'S obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONSULTANT'S personnel and equipment have been removed from the AUTHORITY property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- i. Policy retroactive date coincides with or precedes the CONSULTANT'S start of work (including subsequent policies purchased as renewals or replacements).
 - j. CONSULTANT shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
 - k. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
 - l. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
-

6. Deductibles and Retentions.

CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT'S policies without right of contribution from the AUTHORITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subconsultant contains a deductible or self-insured retention, and in the event that the AUTHORITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subconsultant, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

29. APPENDIX E.1: SUMMARY OF ASSETS (DISTRICT)

**DISTRICT SUMMARY OF ASSETS
(As of July 1, 2022)**

Employees	742 FT / 22 PT / 3 EH
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Revenue Buses and Paratransit Vehicles	389	\$145,029,200
Non-Revenue Vehicles & Retired Vehicles	79	\$2,352,400

Major Locations	Square Footage	TIV
Corporate Headquarters	225,000 sq. ft.	\$76,618,523
North Base Bus Yard	109,917 sq. ft.	\$26,618,930
South Base Bus Yard	56,654 sq. ft.	\$16,906,445
Brewster Station, Redwood City & Parking	44,000 sq. ft.	\$1,540,255
Sequoia Station Parking Garage	110,000 sq. ft.	\$13,807,697

30. APPENDIX D.3: SUMMARY OF ASSETS (JPB)

**JPB SUMMARY OF ASSETS
(As of July 1, 2022)**

YEAR	DAILY TRAINS	RIDERSHIP	REVENUE
FY17	92	18,743,189	\$91,676,812
FY18	92	18,943,824	\$97,050,195
FY19	92	18,486,474	\$102,668,114
FY20	92	13,853,573	\$84,057,251
FY21	70	1,296,876	\$32,439,915
FY22	70	3,361,690	\$32,639,000-est.
FY23	104	5,925,180-est.	\$46,479,000-est.

Note: Starting in mid-March 2020, the coronavirus (COVID-19) pandemic has had drastic impacts on Caltrain ridership.

Track	50.1-route miles 109-Double Main Track Miles 27-Yarding and Side Miles
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EQUIPMENT	VALUE
Rolling Stock	\$916,644,774
Stations & Boarding Areas	\$119,115,316
Tunnels & Bridges	\$170,315,634
Signals, Interlocking & Power Sources	\$115,305,102
Maintenance of Way Equipment	\$10,197,101
Real & Personal Property	\$134,463,147
Ticket Vending Machines	\$7,711,653
Extra Expense	\$25,000,000
Total	\$1,473,752,727

31. APPENDIX D.3: SUMMARY OF ASSETS (TA)

**TRANSPORTATION AUTHORITY'S SUMMARY OF ASSETS
(As of July 1, 2022)**

Major Locations		TIV
None		\$0

32. APPENDIX F.1: CONTRACTUAL INSURANCE REQUIREMENTS (DISTRICT)

VERSION DATE: 8/19/13
SAN MATEO COUNTY TRANSIT DISTRICT
OVERVIEW OF CERTIFICATE CODES AND INSURANCE REQUIREMENTS

<u>SAMTRANS</u> <u>TYPE OF CONTRACT &</u> <u>APPLICABLE CONTRACT PROVISIONS</u>	Certificate Code	WC, G/L, Auto, & Property	Professional Liability	Environmental	Employee	Railroad Protective	Garage Liability (Replaces G/L)
SamTrans Standard Low Hazard (No Professional; No Environmental; No Crime)	STL	\$2M					
SamTrans Standard Medium Hazard (No Professional; No Environmental; No Crime)	STM	\$5M					
SamTrans Standard High Hazard (No Professional; No Environmental; No Crime)	STH	\$10M					
SamTrans Standard Low Hazard w/ Crime (No Professional; No Environmental)	STC	\$2M			X		
SamTrans Professional (No Environmental)	STP	\$2M	\$2M				
SamTrans Professional - Cyber (No Environmental)	SCL	\$2M	\$2M				
Professional w/ Railroad Protective (No Environmental; No Crime)	SPR	\$2M	\$2M			\$2M/ \$6M	
Professional w/ Environmental (Low Hazard)	SPE	\$2M	\$2M	\$2M			
Professional w/ Crime Coverage (Low Hazard)	SPC	\$2M	\$2M		X		
SamTrans w/ Environmental (Low Hazard)	SEL	\$2M		\$2M			
SamTrans w/Environmental (High Hazard)	SEH	\$10M		\$10M			
SamTrans Garage Liability & Garagekeepers (Auto Repairs and Storage)	SGK	\$2M					\$2M+ GKLL
SamTrans - Towing (Towing, No Vehicle Storage)	SGT	\$2M					\$2M+ GKLL
SamTrans Work along Railroad Tracks (No Professional; e.g., along Dumbarton Branch)	STR	\$2M				\$2M/ \$6M	
Bus Service Contracts (District Provides Liability)	STB	Specialized Wording See Decision Tree VIII.1.					

**REQUEST FOR PROPOSALS TO PROVIDE
INSURANCE BROKERAGE SERVICES**

**DISTRICT CONTRACTUAL INSURANCE REQUIREMENTS
APPENDIX F.1**

SAN MATEO COUNTY TRANSIT DISTRICT
INSURANCE REQUIREMENTS – Supplies, General Services, Professional & Construction
STP, SPR, SPE, SPC

CODES	STP	SPR	SPE	SPC
TITLE	Standard Professional	Professional w/ Railroad Protective	Professional w/ Environmental	Professional w/ Crime
EXAMPLES	See List of Professionals (Go to VI.2) - Includes: -Printers -Security Guards -Alarm Systems -Driver Training -Vehicle Inspectors -Insurance Agent -Advertising -Real Estate Broker -Investment -Drug Testing -Audit Services -TPA -Electrical Contractor -IT Professionals	Work within 50 feet of ROW: -Contractors -Testers -Surveyors	Environmental exposure, fuels, lubricants or gases: -Environmental Consultants or Labs -Testers	Professional w/ Crime Exposure Security Guard
1. Hold Harmless & Indemnification	Required	Required	Required	Required
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation
3. Gen. Liab. Limits -Coverages Required	\$2,000,000 occ./ \$2M agg. Premises + Operations Products & Completed Ops Contractual, Personal Injury, Advertising Injury, XCU	\$2,000,000 occ./\$2M agg. Same	\$2,000,000 occ./\$2M agg. Same	\$2,000,000 occ./\$2M agg. Same
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Severability of Interests Waiver of Subrogation	Same	Same	Same
4. Auto Liability Limit -Coverages Required	\$2,000,000 Liability for Owned, Non-owned & Hired (or Rental Vehicles)	\$2,000,000 Same	\$2,000,000 Same	Same level as Project Same
- Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same	Same	Same
5. Professional Liability Limit	\$2,000,000 occ/\$2M agg. 3-Year Extended Reporting Period	\$2,000,000 occ./\$2M agg. 3-Year Extended Reporting Period	\$2,000,000 occ/\$2M agg. 3-Year Extended Reporting Period	\$2,000,000 occ/\$2M agg. 3-Year Extended Reporting Period
-Other Conditions	30 Day NOC Waiver of Subrogation	30 Day NOC Waiver of Subrogation	30 Day NOC Waiver of Subrogation	30 Day NOC Waiver of Subrogation
6. Environmental Limit			\$2,000,000 occ./\$2M agg. 30 Day NOC 3-Year ERP Waiver of Subrogation Add'l Insured Primary Wording Severability of Interests Auto Extension - If hauling hazardous materials or waste.	
7. Property	Required if: 1) SamTrans Property in the Care, Custody, or Control of the Contractor 2) SamTrans Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises Waiver of Subrogation 30 Day NOC			
-Other Conditions				
8. Employee Dishonesty				Required if contractor is dealing with money. Set limit amount based on the contract. Joint loss payee endorsement. 30 Day NOC
9. Railroad Protective		\$2,000,000 /\$6,000,000 Owner of railroad is the Named Insured Contractor buys the Insurance 30 Day NOC		
-Other Conditions				
10. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same	Same	Same

SAN MATEO COUNTY TRANSIT DISTRICT
INSURANCE REQUIREMENTS – Supplies, General Services, Professional & Construction
STL, STM, STH, STC

CODES	STL	STM	STH	STC
TITLE	Standard Low Hazard	Standard Medium Hazard	Standard High Hazard	Standard Low Hazard with Crime
EXAMPLES	Leases Station Usage Project that do <u>not</u> involve: -Engineering -Professional Services -Environmental -Special Hazards Alarm Monitoring Auctioneer Painting Reprographics Bus Fire Suppression Bus Shelter Cleaning	Construction that does <u>not</u> involve: - Trackwork or Excavation HVAC Harness Installation	Construction that involves: -Trackwork or Excavation Differentials Wheelchair Lifts Tire Supply	Armored Cars Security Guards Janitorial Parking Fee Collection Money Room (\$5M)
1. Hold Harmless & Indemnification	Required	Required	Required	Required
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$5 Mil. Employer's Liability Waiver of Subrogation	Required + \$10Mil. Employer's Liability Waiver of Subrogation	Required + \$2M Employer's Liability at same limit as project Waiver of Subrogation
3. Gen. Liab. Limits	\$2,000,000 occ./ \$2M agg. Premises + Operations Products & Completed Ops Contractual, Personal Injury, Advertising Injury, XCU	\$5,000,000 occ./ \$5M agg. Same	\$10,000,000 occ./ \$10M agg. Same	Same level as project
-Coverages Required				Same
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Severability of Interests Waiver of Subrogation	Same	Same	Same
4. Auto Liability Limit	\$2,000,000	\$5,000,000	\$10,000,000	Same level as Project
-Coverages Required	Liability for Owned, Non-owned & Hired (or Rental Vehicles)	Same	Same	Same
- Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same	Same	Same
5. Property	Required if: 1) SamTrans Property in the Care, Custody, or Control of the Contractor 2) SamTrans Property in the Course of Construction if applicable, and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
6. Employee Dishonesty				Required if contractor is dealing with money. Set limit amount based on the contract. Ensure that policy contains a joint loss payee endorsement. 30 Day NOC
-Coverages Required				
- Other Conditions				
7. Documentation & Monitoring	Certificate of Ins.	Same	Same	Same

SAN MATEO COUNTY TRANSIT DISTRICT
INSURANCE REQUIREMENTS – *Supplies, General Services, Professional & Construction*
SEL, SEH, SPE

CODES	SEL	SEH	SPE	
TITLE	Environmental Low Hazard	Environmental High Hazard	Environmental w/ Professional	
EXAMPLES	Environmental exposure, fuels, lubricants or gases: -Environmental Consultants or Labs -Testers -Landscaping -Pest Control -Generator -Petroleum Products (\$5M) -Roofer -Hazmat Response (\$5M) -Paving	Environmental exposure, fuels, lubricants or gases: -Environmental Consultants or Labs -Testers	Environmental exposure, fuels, lubricants or gases: -Environmental Consultants or Labs -Testers	
1. Hold Harmless & Indemnification	Required	Required	Required	
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$10Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	
3. Gen. Liab. Limits -Coverages Required	\$2,000,000 occ./\$2M agg. Premises + Operations Products & Completed Ops Contractual, Personal Injury, Advertising Injury, XCU	\$10,000,000 occ./\$10M agg. Same	\$2,000,000 occ./\$2M agg. Same	
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Severability of Interests Waiver of Subrogation	Same	Same	
4. Auto Liability Limit -Coverages Required	\$2,000,000 Liability for Owned, Non-owned & Hired (or Rental Vehicles)	\$10,000,000 Same	\$2,000,000 Same	
- Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same	Same	
5. Professional Liability Limit -Other Conditions			\$2,000,000 occ./\$2M agg. 3-Year Extended Reporting Period 30 Day NOC Waiver of Subrogation	
6. Environmental Limit -Other Conditions	\$2,000,000 occ./\$2M agg. 30 Day NOC 3-Year Extended Reporting Period Waiver of Subrogation Auto Extension - If hauling hazardous materials or waste.	\$10,000,000 occ./\$10M agg. 30 Day NOC 3-Year Extended Reporting Period Waiver of Subrogation Auto Extension - If hauling hazardous materials or waste.	\$2,000,000 occ./\$2M agg. 30 Day NOC 3-Year Extended Reporting Period Waiver of Subrogation Add'l Insured Primary Wording Waiver of Subrogation Auto Extension - If hauling hazardous materials or waste.	
7. Property -Other Conditions	Required if: 1) SamTrans Property in the Care, Custody, or Control of the Contractor 2) SamTrans Property in the Course of Construction if applicable, and/or 3) Contractor's Property on Our Premises Waiver of Subrogation 30 Day NOC			
8. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same	Same	

SAN MATEO COUNTY TRANSIT DISTRICT
INSURANCE REQUIREMENTS- Supplies, General Services, Professional & Construction
STR, SPR

CODES	STR	SPR		
TITLE	Railroad Protective	Professional w/ Railroad Protective		
EXAMPLES	Work within 50 feet of ROW: -Contractors -Testers -Surveyors	Work within 50 feet of ROW: -Contractors -Testers -Surveyors		
1. Hold Harmless & Indemnification	Required	Required		
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation		
3. Gen. Liab. Limits	\$2,000,000 occ./\$2M agg.	\$2,000,000 occ./\$2M agg.		
-Coverages Required	Premises + Operations Products & Completed Ops Contractual, Personal Injury, Advertising Injury, XCU	Same		
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Severability of Interests Waiver of Subrogation	Same		
4. Auto Liability Limit	\$2,000,000	\$2,000,000		
-Coverages Required	Liability for Owned, Non- owned & Hired (or Rental Vehicles)	Same		
- Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same		
5. Professional Liability Limit		\$2,000,000 occ./\$2M agg.		
-Other Conditions		3-Year Extended Reporting Period 30 Day NOC Waiver of Subrogation		
6. Property	Required if: 1) SamTrans Property in the Care, Custody, or Control of the Contractor 2) SamTrans Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
7. Railroad Protective	\$2,000,000 /\$6,000,000 Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC	\$2,000,000 /\$6,000,000 Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC		
-Other Conditions				
8. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same	Same	Same

SAN MATEO COUNTY TRANSIT DISTRICT
INSURANCE REQUIREMENTS – Automotive Services
SGT, SGK

CODES	SGT	SGK		
TITLE	Towing – No Vehicle Storage	Garage Liability & Garagekeepers Liability		
EXAMPLES	Towing No Vehicle Storage	Vehicle Repairs Auto Body Work Vehicle Storage		
1. Hold Harmless & Indemnification	Required	Required		
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2 Mil. Employer's Liability Waiver of Subrogation		
3. General Liability	See Garage Liability (Below)	See Garage Liability (Below)		
4. Auto Liability Limit	\$2,000,000	\$2,000,000		
-Coverages Required	Liability for Owned, Non-owned & Hired (or Rental Vehicles)	Same		
- Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same		
5. Property	Required if: 1) SamTrans Property in the Care, Custody, or Control of the Contractor 2) SamTrans Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
6. Garage Liability	\$2,000,000 occ./\$2M agg.	\$2,000,000 occ./\$2M agg.		
-Other Conditions	Add'l Insured Primary Wording 30 Day NOC 3-Year Extended Reporting Period Waiver of Subrogation Severability of Interests	Add'l Insured Primary Wording 30 Day NOC 3-Year Extended Reporting Period Waiver of Subrogation Severability of Interests		
7. Garagekeepers Liability		\$500,000		
-Other Conditions		Waiver of Subrogation Primary Wording 30 Day NOC		
8. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same		

SAN MATEO COUNTY TRANSIT DISTRICT
INSURANCE REQUIREMENTS - Leases
SEL, SEH, STR, STL

CODES	SEL	SEH	STR	STL
TYPE	Environmental Low Hazard	Environmental High Hazard	Railroad Protective	Standard Low Hazard
EXAMPLES	Leases with Hazardous Materials exposure	Leases with High Hazardous Materials exposure	Leases within 50 feet of ROW	Leases Station Usage
1. Hold Harmless & Indemnification	Required	Required	Required	Required
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$10 Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil Employer's Liability Waiver of Subrogation
3. Gen. Liab. Limits -Coverages Required	\$2,000,000 occ./\$2M agg. Premises + Operations Products & Completed Ops Contractual, Personal Injury, Advertising Injury, XCU	\$10,000,000 occ./\$10M agg. Same	\$2,000,000 occ./\$2M agg. Same	\$2,000,000 occ./\$2M agg. Same
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Severability of Interests Waiver of Subrogation	Same	Same	Same
4. Auto Liability Limit -Coverages Required	\$2,000,000 Liability for Owned, Non-owned & Hired (or Rental Vehicles) Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	\$10,000,000 Same	\$2,000,000 Same	\$2,000,000 Same
- Other Conditions		Same	Same	Same
5. Environmental Limit -Other Conditions	\$2,000,000 occ./\$2M agg. 30 Day NOC 3-Year ERP Waiver of Subrogation Add'l Insured Primary Wording Severability of Interests Auto Extension - If hauling hazardous materials or waste.	\$10,000,000 occ./\$10M agg. 30 Day NOC 3-Year ERP Waiver of Subrogation Add'l Insured Primary Wording Severability of Interests Auto Extension - If hauling hazardous materials or waste.		
6. Property	Required if: 1) SamTrans Property in the Care, Custody, or Control of the Contractor 2) SamTrans Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
7. Railroad Protective -Other Conditions (SPR, STR)			\$2,000,000 /\$6,000,000 Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC	
8. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same	Same	Same

33. APPENDIX F.2: CONTRACTUAL INSURANCE REQUIREMENTS (JPB)

*PENINSULA CORRIDOR JOINT POWERS BOARD
OVERVIEW OF CERTIFICATE CODES AND INSURANCE REQUIREMENTS*

<u>JPB</u> <u>TYPE OF CONTRACT &</u> <u>APPLICABLE CONTRACT PROVISIONS</u>	<i>Certificate Code</i>	<i>WC, G/L, Auto & Property</i>	<i>Professional Liability</i>	<i>Environmental</i>	<i>Employee Dishonesty</i>	<i>Railroad Protective</i>	<i>Railroad Liability</i>
JPB Standard Low Hazard (No Professional; No Environmental; No Crime)	JSL	\$2M					
JPB Standard Medium Hazard (No Professional; No Environmental; No Crime)	JSM	\$5M					
JPB Standard High Hazard (No Professional; No Environmental; No Crime)	JSH	\$10M					
JPB Standard Low Hazard w/ Crime (No Professional; No Environmental)	JSC	\$2M			X		
JPB Professional (No Work w/in 50' of tracks; No Environmental; No Crime)	JPS	\$2M	\$2M				
JPB Professional w/ Railroad Protective (No Environmental; No Crime)	JPR	\$2M	\$2M			\$2M/ \$6M	
JPB Professional w/ Railroad Protective and Environmental (Low Hazard; No Crime)	JPRE	\$2M	\$2M	\$2M		\$2M/\$ 6M	
JPB Professional w/ Crime Coverage (Low Hazard)	JPC	\$2M	\$2M		X		
Low Hazard Environmental (No Construction)	JEL	\$2M		\$2M			
Low Hazard Construction w/in 50 Ft of ROW (No Professional or Environmental)	JRL	\$2M				\$2M/\$ 6M	
Medium Hazard Construction w/in 50 Ft of ROW (No Professional or Environmental)	JRM	\$5M				\$5M/\$ 10M	
High Hazard Construction w/in 50 Ft of ROW (No Professional or Environmental)	JRH	\$10M				\$10M/ \$10M	
Construction w/in 50 Ft of ROW w/ Environmental (Low Hazard)	JRE	\$2M		\$2M		\$2M/\$ 6M	
Charter Rail Operations	JRO	\$2M					\$2M
Other Rail Operators (except GGHR)	JRR	FELA Prop					\$100 M
Sub-lease of JPB Equipment	JEQ	FELA Prop					\$100 M

PENINSULA CORRIDOR JOINT POWERS BOARD
INSURANCE REQUIREMENTS – Supplies, General Services, Professional & Construction
JSL, JSM, JSH, JSC

CODES	JSL	JSM	JSH	JSC
TITLE	Standard Low Hazard	Standard Medium Hazard	Standard High Hazard	Standard Low Hazard with Crime
EXAMPLES	Leases Station Usage Project that do <u>not</u> involve: -Engineering -Professional Services -Environmental -Special Hazards Graffiti Removal	Construction that does <u>not</u> involve: -Trackwork or Excavation Special situations approved by Risk Management	Construction that involves: -Trackwork or Excavation -Grade Separations -Fly Overs Above ROW -Bridges and Tunnels Shuttle Buses	Armored Cars Security Guards Janitorial Parking Fee Collections TVM Collections
1. Hold Harmless & Indemnification	Required	Required	Required	Required
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$5 Mil. Employer's Liability Waiver of Subrogation	Required + \$10Mil. Employer's Liability Waiver of Subrogation	Required + Employer's Liability at same limit as project Waiver of Subrogation
3. Gen. Liab. Limits	\$2,000,000 occ./\$2M agg.	\$5,000,000 occ./\$5M agg.	\$10,000,000 occ./\$10M agg.	\$2,000,000 occ./\$2M agg.
-Coverages Required	Premises + Operations Products & Completed Ops Personal Injury, Advertising Injury, XCU	Same	Same	Same
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Separation of Insureds Waiver of Subrogation	Same	Same	Same
4. Auto Liability Limit	\$2,000,000	\$5,000,000	\$10,000,000	\$2,000,000
-Coverages Required	Liability for Owned, Non-owned & Hired (or Rental Vehicles)	Same	Same	Same
- Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same	Same	Same
5. Property	Required if: 1) JPB Property in the Care, Custody, or Control of the Contractor 2) JPB Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
6. Employee Dishonesty				Required if contractor is dealing with money. Set limit amount based on the contract. Ensure that policy contains a 3 rd party coverage or a joint loss payee endorsement. 30 Day NOC
-Coverages Required				
- Other Conditions				
7. Documentation & Monitoring	Certificate of Ins. & Original of RRP policy	Same	Same	Same

**REQUEST FOR PROPOSALS TO PROVIDE
INSURANCE BROKERAGE SERVICES**

**DISTRICT CONTRACTUAL INSURANCE REQUIREMENTS
APPENDIX F.2**

PENINSULA CORRIDOR JOINT POWERS BOARD
INSURANCE REQUIREMENTS – Supplies, General Services, Professional & Construction
JPS, JPRE, JPR

CODES	JPS	JPRE	JPR	
TITLE	Standard Professional	Professional w/ Railroad Protective & Environmental	Professional w/ Railroad Protective	
EXAMPLES	See List of Professionals (Go to XI.2) - includes: -Printers -Security Guards -Alarm Systems -Draftsmen -Analytical Labs -Insurance Broker -Advertising -TPA	Work (including demolition or construction) within 50 feet of ROW: -Draftsmen -Engineers -Surveyors -Soil Testing	Work (including demolition or construction) within 50 feet of ROW: -Draftsmen -Engineers -Contractors (if designing) -Surveyors	
1. Hold Harmless & Indemnification	Required	Required	Required	
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	
3. Gen. Liab. Limits	\$2,000,000 occ./\$2M agg.	\$2,000,000 occ./\$2M agg.	\$2,000,000 occ./\$2M agg.	
-Coverages Required	Premises + Operations Products & Completed Ops Personal Injury, Advertising Injury, XCU Add'l Insured 30 Day NOC Primary Wording Separation of Insureds Waiver of Subrogation	Same	Same	
-Other Conditions		Same	Same	
4. Auto Liability Limit	\$2,000,000	\$2,000,000	\$2,000,000	
-Coverages Required	Liability for Owned, Non-owned & Hired (or Rental Vehicles)	Same	Same	
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same	Same	
5. Professional Liability Limit	\$2,000,000 occ./\$2M agg.	\$2,000,000 occ./\$2M agg.	\$2,000,000 occ./\$2M agg.	
-Other Conditions	3-Year Extended Reporting Period 30 Day NOC	3-Year Extended Reporting Period 30 Day NOC	3-Year Extended Reporting Period 30 Day NOC	
6. Environmental Limit		\$2,000,000.		
-Other Conditions		30 Day NOC 3-Year ERP Waiver of Subrogation Add'l Insured Primary Wording Separation of Insureds Auto Extension - If hauling hazardous materials or waste.		
7. Property	Required if: 1) JPB Property in the Care, Custody, or Control of the Contractor 2) JPB Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
8. Railroad Protective		\$2,000,000 /\$6,000,000 Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC	\$2,000,000 /\$6,000,000 Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC	
-Other Conditions				
9. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same	Same	

PENINSULA CORRIDOR JOINT POWERS BOARD
INSURANCE REQUIREMENTS – Supplies, General Services, Professional & Construction
JRL, JRM, JRH, JRE

CODES	JRL	JRM	JRH	JRE
TITLE	Railroad Protective – Low Hazard	Railroad Protective – Medium Hazard	Railroad Protective – High Hazard	Railroad Protective with Environmental– Low Hazard
EXAMPLES	Work (including demolition or construction) within 50 feet of ROW: -Bike Lockers -Wire and Pipeline Projects	Work (including demolition or construction) within 50 feet of ROW: -Tactile Strips in Boarding Areas -Medium-Sized Construction Projects with no Trackwork (Requires RM Approval)	Work (including demolition or construction) within 30 feet of ROW: -Grade Separations -Trackwork -Bridge and Tunnel Work	Work (including demolition or construction) within 50 feet of ROW: -Surveys -Soil Testing
1. Hold Harmless & Indemnification	Required	Required	Required	Required
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$5Mil. Employer's Liability Waiver of Subrogation	Required + \$10Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation
3. Gen. Liab. Limits	\$2,000,000 occ./\$2M agg.	\$5,000,000 occ./\$5M agg.	\$10,000,000 occ./\$10M agg.	\$2,000,000
-Coverages Required	Premises + Operations Products & Completed Ops Personal Injury, Advertising Injury, XCU	Same	Same	Same
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Separation of Insureds Waiver of Subrogation	Same	Same	Same
4. Auto Liability Limit	\$2,000,000	\$5,000,000	\$10,000,000	\$2,000,000
-Coverages Required	Liability for Owned, Non-owned & Hired (or Rental Vehicles)	Same	Same	Same
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same	Same	Same
Environmental Limit				\$2,000,000.
-Other Conditions				30 Day NOC 3-Year ERP Waiver of Subrogation Add'l Insured Primary Wording Severability of Interests Auto Extension - If hauling hazardous materials or waste.
6. Property	Required if: 1) JPB Property in the Care, Custody, or Control of the Contractor 2) JPB Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
7. Railroad Protective	\$2,000,000 /\$6,000,000	\$5,000,000 /\$10,000,000	\$10,000,000 /\$10,000,000	\$2,000,000 /\$6,000,000
-Other Conditions	Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC	Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC	Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC	Owner of railroad is the Named Insured Contractor buys the insurance 30 Day NOC
8. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same	Same	

**REQUEST FOR PROPOSALS TO PROVIDE
INSURANCE BROKERAGE SERVICES**

**DISTRICT CONTRACTUAL INSURANCE REQUIREMENTS
APPENDIX F.2**

PENINSULA CORRIDOR JOINT POWERS BOARD
INSURANCE REQUIREMENTS – Supplies, General Services, Professional & Construction
JPC, JEL

CODES	JPC	JEL		
TITLE	Professional w/ Crime	Environmental w/ Low Hazard		
EXAMPLES	Professionals with Crime Exposure: -Security Guards -Armored Cars (\$5M)	Environmental exposure, fuels, lubricants or gases: - Environmental Consultants or Labs - Testers - Landscaping - Pest Control - Motor Oil - Waste Oil Disposal - Lubricants - Fuel - Hazardous Gases		
1. Hold Harmless & Indemnification	Required	Required		
2. Workers Compensation	Required + \$2Mil. Employer's Liability Waiver of Subrogation	Required + \$2Mil. Employer's Liability Waiver of Subrogation		
3. Gen. Liab. Limits	\$2,000,000 occ./\$2M agg.	\$2,000,000 occ./\$2M agg.		
-Coverages Required	Premises + Operations Products & Completed Ops Personal Injury, Advertising Injury, XCU	Same		
-Other Conditions	Add'l Insured 30 Day NOC Primary Wording Separation of Insureds Waiver of Subrogation	Same		
4. Auto Liability Limit	\$2,000,000	\$2,000,000		
-Coverages Required	Liability for Owned, Non-owned & Hired (or Rental Vehicles)	Same		
Other Conditions	Add'l Insured 30 Day NOC Primary Wording Waiver of Subrogation	Same		
5. Professional Liability Limit	\$2,000,000 occ./\$2M agg.			
-Other Conditions	3-Year Extended Reporting Period 30 Day NOC			
6. Environmental Limit		\$2,000,000.		
-Other Conditions		30 Day NOC 3-Year ERP Waiver of Subrogation Add'l Insured Primary Wording Separation of Insureds Auto Extension - If hauling hazardous materials or waste.		
7. Property	Required if: 1) JPB Property in the Care, Custody, or Control of the Contractor 2) JPB Property in the Course of Construction, if applicable and/or 3) Contractor's Property on Our Premises			
-Other Conditions	Waiver of Subrogation 30 Day NOC			
8. Employee Dishonesty	Required if contractor is dealing with money. Set limit based on the contract. Ensure that policy contains a 3 rd party coverage or joint loss payee endorsement. 30 Day NOC			
9. Documentation & Monitoring	Certificate of Ins. & Original of RR Protective Policy	Same		

34. APPENDIX G, SBE REQUIREMENTS

It is the policy of the Agency to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which SBEs and DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and services activities. To this end, the Agency has developed procedures to remove barriers to participation in the bidding and award process and to assist small and disadvantaged businesses to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Proposer will cooperate with the Agency in meeting these SBE commitments and objectives.

The Agency implements its DBE program in accordance with DOT regulations, and no contract-specific DBE participation goal has been established for this Agreement. However, CONSULTANT must cooperate with the Agency in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE's participation do not exist.

1. SBE POINT PREFERENCE

The Agency has established a contract specific SBE point preference of five points. The point preference will be granted to Proposers that are either (1) an SBE self-performing at least 30% of the contract; and/or (2) committed to subcontracting with one or more certified SBEs. The actual preference is calculated with the Proposer that has the highest SBE utilization rate receiving the full five points and other Proposers receiving points relative to the highest proposed SBE utilization.

Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with proposal evaluation scoring to determine the highest ranked Proposer. Each Proposer must provide the **Exhibit 7 SBE Preference Form** with their proposal to receive a point preference. If a Proposal fails to submit this form, no SBE preference points will be added to the evaluation of the proposal.

2. SBE EVALUATION

The Office of Civil Rights (OCR) shall review all the information submitted by Proposers in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE point preference requirements for award of a contract to the Proposer. The Proposers shall cooperate with OCR if a request for additional information is made during this evaluation process.

3. ASSURANCE

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the Agency, the Consultant hereby makes the following assurance and agrees to include this assurance in any contracts it makes with Subconsultants in the performance of this Agreement:

“The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the Consultant or sub-consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Consultant from future bidding as non-responsible.”

By entering into the Agreement, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms.

4. AVAILABLE SBE/DBE RESOURCES

The Agency recognizes SBE certifications performed by the following:

- A. DBE certifications pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program. A statewide directory of DBEs is available at <https://caltrans.dbesystem.com>.
- B. SBA 8(a) by the Small Business Administration (SBA) provided that a firm's average annual gross receipts do not exceed the cap of \$30.4 million.
- C. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
- D. All Microbusiness (MB) certifications by the DGS for ALL industries.
- E. SBE certification by the Santa Clara Valley Transportation Authority.
- F. SBE certification by the Los Angeles County Metropolitan Transportation Authority.

5. SBE ELIGIBILITY

To participate as an eligible small business, a firm must meet both of the following requirements:

- A. A firm (including affiliates) must be an existing small business as defined by SBA regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- B. Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$30.4 million.

Note: SBA size standards vary by industry and certain industries, such as general

construction contracting, exceed the cap of \$30.4 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$30.4 million, for example, is ineligible to participate as a small business on Agency contracts. Please verify a firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>.

6. COUNTING SBE PARTICIPATION

SBE participation shall be counted and enforced in accordance with Title 49 CFR Part 26 and the Agency's DBE Program. SBE participation includes that portion of the Agreement actually performed by a certified SBE with its own forces. SBEs may participate as a consultant, subconsultant, joint venture partner, vendor or supplier of materials or services required by the Agreement. An SBE's participation can only be counted if it performs a commercially useful function on the Agreement. An SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The Consultant shall determine the amount of SBE participation for each SBE performing work on the Agreement in terms of the percentage of the total Agreement amount. The Consultant shall also determine the total amount of SBE participation for the entire Agreement. The Consultant shall count SBE participation according to the following guidelines:

A. SBE Consultant

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Consultant.

B. SBE Subconsultant

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Consultant, and reasonable fees and commissions charged for the services.

Do not count any work subcontracted by an SBE to another firm as SBE participation by said SBE. If the work has been subcontracted to another SBE, it will be counted as SBE participation for that other SBE.

C. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or, if the

work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

D. SBE Manufacturer

Count 100% of the costs of materials and supplies obtained from an SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a Consultant or Subconsultant.

E. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates, or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement, and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether an SBE is a prime Consultant or Subconsultant.

F. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

G. SBE Trucking Company

Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the Agreement. Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

7. CONTRACT COMPLIANCE

A. Substitution of Subconsultants

The Consultant shall not terminate an SBE Subconsultant at any tier without prior written consent from the Agency. The Consultant shall notify OCR in writing of

its intention to substitute an SBE Subconsultant before any substitution of an SBE Subconsultant takes place. The Consultant must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The Consultant shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains prior written consent. Unless prior consent is given, the Consultant shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

B. Change to a Firm's SBE Status

If an SBE Subconsultant is either decertified as an SBE or a Subconsultant is certified as an SBE during the life of the Contract, such Subconsultant shall notify the Consultant in writing with the date of decertification or certification. The Consultant shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

C. Prompt Payment to Subconsultants

The Consultant shall pay any Subconsultants approved by the Agency for work that has been satisfactorily performed no later than seven calendar days from the date of Consultant's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the Consultant, make prompt and regular incremental inspections and approvals of portions of the work and, promptly release retainage to the Consultant based on these inspections and approvals. The Agency's incremental approvals and release of a portion of the retainage under this section does not constitute Acceptance of the work.

Within seven calendar days after the Agency has made a retainage payment to the Consultant, the Consultant shall release to any Subconsultant, who has satisfactorily completed work covered by the Agency's inspection and approval, the retainage owed to the Subconsultant for such work. For purposes of this section, a Subconsultant's work is satisfactorily completed when the Consultant certifies to the Agency that all the tasks called for in the subcontract related to the work covered by the Agency's incremental inspection and approval have been satisfactorily completed.

Any delay or postponement of payment by the Consultant to a Subconsultant may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the Consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultants in the event of a dispute involving late payment or nonpayment by the Consultant; deficient Subconsultant performance; and/or noncompliance by a Subconsultant. This clause applies to all Subconsultants. In the event Consultant does not make progress payments

or release retentions to the Subconsultant in accordance with the time periods specified herein, the Consultant will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

The Consultant shall cooperate with the Project Manager or the Resident Engineer and OCR to identify, report and effectuate the prompt and regular approvals of the work.

D. Monthly Electronic Reporting Requirements

The Consultant shall maintain records of all subcontractor participation in the performance of the contract. This includes subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

The Consultant is required to report payments to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (Subconsultants) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the Consultant and prompt payments made by the Consultant to its Subconsultants. The Consultant and every Subconsultant will receive payment notifications via email. The Consultant must report a payment made to Subconsultant(s) within five calendar days of an email notification. The Subconsultant(s) must confirm receipt of payment from the Consultant within five calendar days of an email notification.

It is the Consultant's responsibility to ensure that Subconsultant(s) confirm payments in the System in accordance with the requirements set forth above.

- E. If the Consultant fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received written approval for an extension, the Consultant agrees to pay a sum of \$50 each day the monthly report is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the Agency will sustain and which are impractical to determine in advance. The Agency may deduct the amount of liquidated damages from monies due to the Consultant. SBE Outreach Efforts for Work Directive Proposals
- F. The Consultant agrees to make its best efforts to encourage SBE participation on each Work Directive (WD) issued pursuant to this Contract. In each WD proposal, the Consultant shall:
- 1) Identify any Subconsultants, including SBEs or DBEs, to perform work on the WD by submitting an updated Designation of Subconsultants Form (Exhibit 5); and
 - 2) If Subconsultants are used, submit a narrative summary of the SBE outreach efforts the Consultant performed to encourage SBE participation on the WD, and information regarding the Consultant's communications and negotiations with SBE firms, if applicable.
-

8. ADMINISTRATIVE REMEDIES

In the event the Consultant fails to comply with the SBE requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Agreement retentions, imposition of liquidated damages, and termination of the Agreement in whole or in part.

END OF SBE REQUIREMENTS



Response to Request for Proposal (RFP) 23-J-S-T-P-054
Insurance Brokerage Services

San Mateo County Transit District, Peninsula Corridor Joint Powers Board & San Mateo County Transportation Authority

June 30th 2023

Submitted by:

Barbara Goodwin, MBA, CPCU, ARM-E
Sr. Vice President

Phone: 628.201.9053
Email: Barbara.goodwin@usi.com

USI Insurance Services
575 Market Street, STE 3750
San Francisco, CA 94105
www.usi.com

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Barbara Goodwin
USI Insurance Services
375 Market Street, STE 3750
San Francisco, CA 94105

B. LETTER OF INTRODUCTION

June 30, 2023

Dominic Brooke
Contracts and Procurement Department
San Mateo County Transit District
1250 San Carlos Ave.
San Carlos, CA 94070-1306

Re: Request for Proposals, Insurance Brokerage Services RFP 23-J-S-T-P-054

Dear Mr. Brooke,

We have had the pleasure of serving as the San Mateo County Transit District, the Peninsula Corridor Joint Powers Board, and the San Mateo County Transportation Authority (Agencies) risk management and insurance consultant for over 22 years. USI looks forward to continuing our relationship and collaborating with you to implement new innovative products and services for the Agencies' ever-changing needs that can offer further improvements to your programs, processes, and service.

In this letter of introduction, we have introduced our firm, summarized our qualifications and identified the qualifications of key personnel assigned to this Agreement. We will provide more details of each of these items in our proposal response.

Introduction to USI Insurance Services

USI Insurance Services, LLC ("USI") was founded in 1994 and incorporated in Delaware. Over the past two decades — through both sustainable, organic growth and a series of strategic acquisitions (including Wells Fargo Insurance Services) — USI has become a leading insurance brokerage nationwide. We are the 4th largest privately held broker of U.S. business and the 11th largest insurance broker in the world."

USI is one of the largest insurance brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, programs, and retirement solutions to large risk management clients, middle market companies, smaller firms, and individuals. Headquartered in Valhalla, New York, USI connects approximately 10,000 industry leading professionals across over 200 offices to serve clients' local, national, and international needs. For more information, visit www.usi.com

Why is USI the very best insurance brokerage and risk management partner for the Agencies?

USI's service team for the Agencies possess the following attributes and knowledge:

- **Specialized transit knowledge from the San Francisco Bay Area team** –We live in San Mateo County and have direct experience with rail and public transit agencies and public entities including the PCJPB, SamTrans, Greater Cleveland Regional Transit Authority (GCRTA), Golden Gate Bridge, Highway and Transportation District, and the County of Marin. Given our specialization in public transit, we also provide consulting services to LA Metro.

- **Funding agencies** - We handle insurance and risk management needs of the Metropolitan Transportation Commission (MTC), so we understand the issues related to funding agencies such as the TA.
- **Public entity processes** - We understand public entity processes for transportation planning and funding; Board of Directors meetings; and contracts and procurement, so we offer efficiency with the delivery of our services.
- **Collaboration with clients** - We work with the Agencies to mutually set priorities, differentiate each account in the marketplace, and create customized, broad-based risk programs at the most cost-effective terms.

USI's Qualifications

Our integrated delivery of services means the Agencies have access to our full range of capabilities and personnel including resources and specialists, data analytics, enterprise risk management, surety, and claims. What truly sets us apart from our competition is our:

- **Relentless focus on customer service.** We are a networked team that is “always on.” When you need us, we are ready. Every principal team member has mobile access to voice and data communications, and we build redundancies into our teams, so staff is always available to offer support and service.
- **Great enthusiasm and teamwork.** Our team communicates, works well together to the benefit of our clients, and has a passion for delivering the highest level of insurance and risk management knowledge to the Agencies. **We not only like each other, but we enjoy what we do.**
- **Leading edge creativity and innovation.** We love the challenge of developing new insurance and risk management solutions for the emerging exposures of our clients. As an example, we created a bio-terrorism insurance program for one of our public transit clients which was truly an out-of-the-box solution at the time.

We have assembled a group of specialists who work together on our transportation clients, from the following specialty areas:

Insurance Placement – The core team, who provides all services, also places the insurance coverages for the Agencies. That benefits the Agencies, since the core team can clearly communicate the exposures, and then design the broadest and most cost-effective insurance programs. Specifically, our team possesses local specialty expertise in the following areas that are unique to public transit operations, that sets us apart from other insurance brokerages:

- **Railroad protective program** – Few insurance professionals understand this unusual coverage. Our team crafted and now administers a multi-tiered blanket Railroad Protective program to protect the JPB’s self-insured retention, unique among our clients. We have also prepared a railroad protective insurance manual for JPB which we are prepared to update.
- **FELA expertise** – Caltrain’s railroad employees are eligible for FELA benefits instead of Workers’ Compensation, and we have the expertise and creativity to place this important insurance.
- **Knowledge of markets** – When beneficial, the core team engages specialists, with insurance placements in property, rail liability, FELA and bus liability. The Agencies benefit from a strong relationship with Price Forbes, the JPB’s London and Bermuda broker whom we believe to be the best rail broker in either London or Bermuda.
- **Internal coverage specialists** – We engage key team members to assist with specialty coverage lines, including Cyber Liability coverage, for example. The Agencies are well aware of the criticality of this important coverage, and how robust cyber security can help ensure the placement of the broadest and most cost-effective insurance coverage.

Risk Management – The core team also handles the Agencies’ risk management needs including consulting on contracts with third parties. Specifically, we provide:

- **Knowledgeable consultation on contracts** - We furnish consulting services to our transit clients on a broad range of contracts from security services to positive train control, CalMod Electrification, purchase of new buses, a new rail operator, and a variety professional service contracts.

- **Developed a Contract Insurance manual** – Several years ago, we designed the program and implemented it with the Agencies, even uploading the contract language to the District’s Depot in conjunction with the IT department. We will work with the Agencies to update the current manual.

Other Value-Added Consulting Expertise – We offer full risk management services and use of Resource Specialists regardless of office location and without profit center conflicts. Most are located in the Bay area, and this team of specialists regularly works with the core team on transportation accounts, many for over 10 years, from the following areas:

- **Casualty and Property Claims** – The Agencies’ claims can be very large and complex, so our claims consulting staff helps the Agencies navigate claims, together with the TPA, to ensure the best possible result. The Agencies’ claims range from large bus claims, train accidents, property damage to locomotives and rail cars and employment practices claims.
- **FELA Claims** – We engage a workers’ compensation claims consultant to evaluate the claims and create a format for helping us evaluate open and closed claims over \$25K in incurred amounts. This analysis enables us to see that the loss experience continues to remain exceptional after two very bad claims in 2012.
- **Risk Control** – USI offers a wide range of helpful risk control services to prevent and mitigate losses. A recent example included the Engineer’s assessment of SamTrans’ plans for adding the new hydrogen fueling stations to accommodate hydrogen fuel cell fleets.
- **Environmental Liability** – Our specialists not only place the broadest coverages for the Agencies, but they also provide advice on proper insurance coverage for contracts with third parties, such as fuel suppliers.
- **Surety** – The Agencies require that contractors carry performance and payment bonds on large construction and supply contracts, so our consultants provide advice related to the bond amount, time period, bond forms, etc. USI has also provided training, together with Hanson Bridgett, to Contract Officers given the uniqueness of this specialty financial product.
- **Analytics** – This team is engaged to help develop replacement costs valuations for the Agencies real property assets, to ensure coverage adequacy.

Identified Key Personnel and Qualifications

The Agencies benefit from us assembling the **strongest transportation team**, who are locally based in the Bay Area. The core team has been the **Agencies’ broker for over 20 years**, and historically, our group had been the Agencies’ insurance broker since 1988 for SamTrans, and 1992 for the JPB. We therefore possess historical knowledge, understanding of the issues, and insight that is extremely beneficial to the Agencies.

The core public transit team of **Barbara Goodwin as the Team Leader and Sherry Hurte as the Account Executive** have worked together with public agencies for 20 years. Barbara, Sherry, and the team members selected provide exceptional insurance brokerage and risk management services to public entities locally. Our team has been described by clients as being **knowledgeable, ethical, creative, responsive, helpful, and public entity insurance experts**. Recent quotes from our public entity clients include:

- **“Great news about the excess liability! Thank you for doing the great work you do and saving us a bit of money in the process!!”**
Deputy General Manager, Administration and Development at Golden Gate Bridge, Highway and Transportation District
- **“Hi Barbara, you always exceed my expectations!”**
Risk Administrator from San Joaquin Regional Transit District
- **“You are the best!”**
Senior Program Coordinator, Risk Management, Metropolitan Transportation Commission

In addition, our team members offer these qualitative advantages:

- **Power Broker** – We are nationally recognized as leaders in the transportation insurance industry. Your Team Leader Barbara Goodwin has been recognized twice as a Risk and Insurance magazine “Power Broker” in the field of Transportation for her outstanding technical knowledge, brokering, risk management services, and providing creative solutions.
- **Professional education** - Our team has a demonstrated commitment to ongoing continuing education and has earned multiple professional designations, e.g., CPCU, MBA, and ARM-E, with an emphasis on enterprise risk management. Barbara Goodwin has demonstrated a strong commitment to the industry, by teaching ARM and other Risk Management classes to insurance and risk management professionals in the Bay Area for many years.
- **Leadership** – Sherry is team leader to Account Representative staff who support her and other senior account management staff in the office. She therefore is training the next generation of professionals who can benefit from her deep knowledge on these transportation and other risk management accounts.

With every response in our proposal, we asked ourselves – does it benefit the Agencies?

Does it reduce your cost of risk? Plus, does it support your objectives? We can unequivocally answer, “yes” to these questions. Our ultimate goal is to surround the Agencies with the resources and service needed to enable you to continue to concentrate on the issues most important to you without worrying about whether programs are being properly minded and maintained.

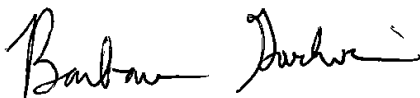
We believe USI is the Agencies’ optimal choice. We have assembled a local San Francisco Bay Area experienced service team that understands the risks facing the Agencies, and we are committed to supporting your goals and mission.

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Please accept this proposal as our intent to continue to serve as the Agencies’ risk management and insurance consultant, providing insurance brokerage services. We meet and exceed the minimum qualifications as described in the proposal; we are prepared to sign the Agreement as provided and we are able to meet the insurance requirements set forth. In addition, we agree to be bound to this proposal for 180 days from the Proposal due date. We have no conflicts of interest; the Agencies did ask us to disclose that we are the Agencies current broker.

Please do not hesitate to contact me for further information or clarification.

Sincerely,



Barbara Goodwin, MBA, CPCU, ARM-E
Partner | Senior Vice President | Team Leader
USI Insurance Services
CA License Nos. 0A06710 | 0G11911
575 Market Street, Suite 3750
San Francisco, CA 94105
628.201.9053
Barbara.goodwin@usi.com

C. TABLE OF CONTENTS

- B. LETTER OF INTRODUCTION.....0
- C. TABLE OF CONTENTS0
- D. APPROACH TO PROVIDING SERVICES: TEAM ORGANIZATION AND MANAGEMENT PLAN 1
- E. COMPANY QUALIFICATIONS, EXPERIENCE, & REFERENCES.....16
- F. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL.....29
- G. FINANCIAL QUALIFICATIONS31
- H. COST PROPOSAL32
- J. LICENSES AND CERTIFICATIONS33
- K. ENVIRONMENTALLY PREFERABLE PURCHASING POLICY34
- L. CONFLICTS OF INTEREST35
- DISCLOSURES.....36
- APPENDICES37
- APPENDIX I: TEAM BIOGRAPHIES
- APPENDIX II: RENEWAL TIMELINE
- APPENDIX III: PROPRIETARY LIST OF VENDORS
- APPENDIX IV: TERRORSAFE PROGRAM
- APPENDIX V: USI INSURANCE AND PRODUCERS LICENSE
- APPENDIX VI: CERTIFICATE OF ERRORS AND OMISSIONS INSURANCE

UPLOADED SEPARATELY IN BONFIRE:
 EXHIBITS 1-4
 EXHIBITS 5, 7
 USI FINANCIAL STATEMENTS
 CERTIFICATES OF INSURANCE FOR ALL COVERAGES
 COST PROPOSAL

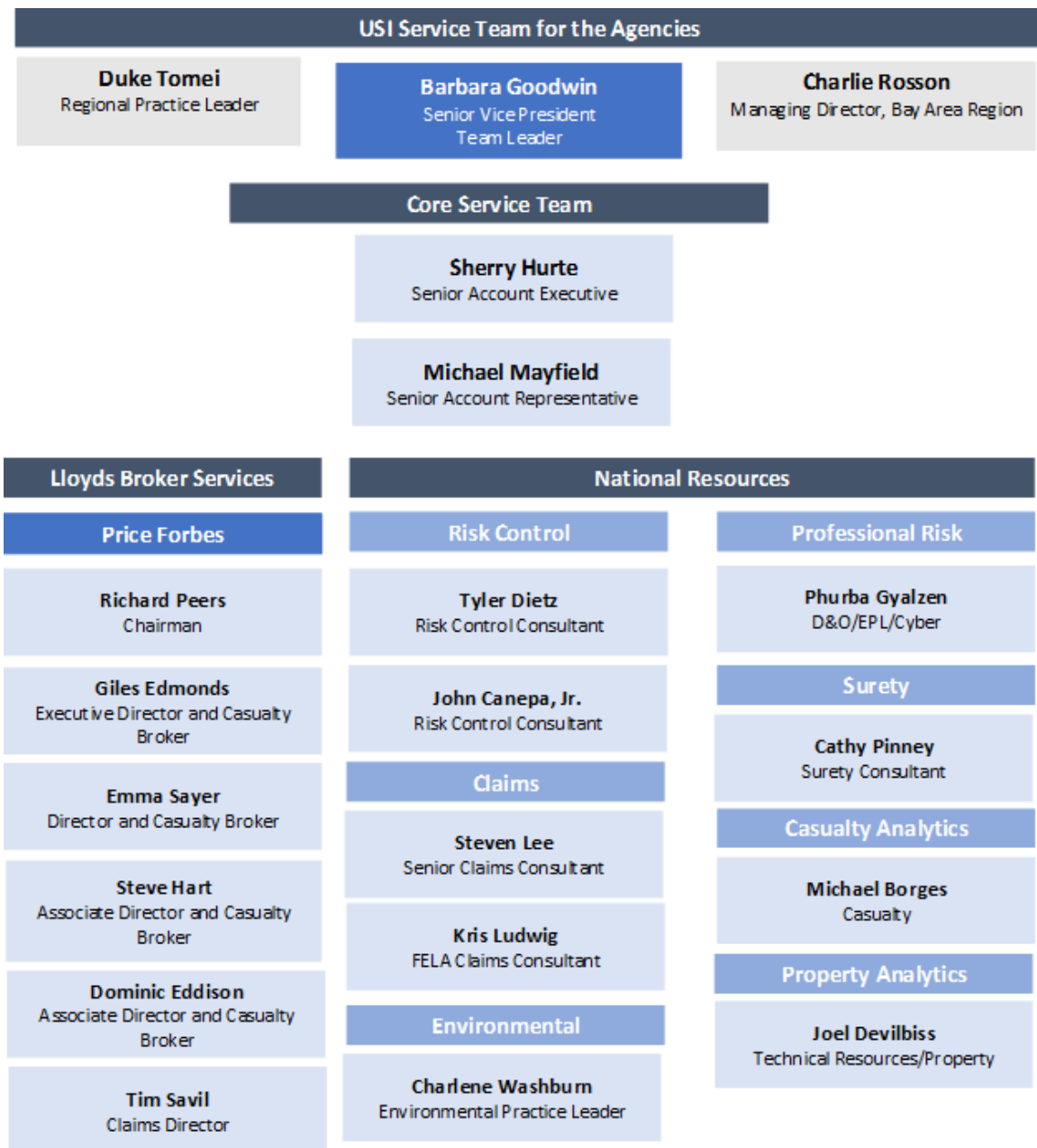
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D. APPROACH TO PROVIDING SERVICES: TEAM ORGANIZATION AND MANAGEMENT PLAN

Identify the key personnel and staff, including subconsultants, if any, who will be directly engaged in the performance of the work under the Agreement, and outline the Proposer’s team’s capacity to successfully perform the desired services and include the following:

1) Organization chart showing the proposed team composition.

Organization Chart



Staffing Plan

We are proud of the high level of expertise of our insurance professionals. The account team especially chosen by USI represents the best talent in the insurance industry today and possesses the variety of capabilities and skills it takes to service a complex account such as the Agencies at the highest level that you deserve. Regardless of our various backgrounds, training and interests, each member shares the qualities most important to any client; outstanding insurance expertise and risk management knowledge coupled with industry experience, analytical ability, creativity, and a strong desire to provide the optimum level of service to you.

Our integrated delivery of service means the Agencies will have access to our full range of capabilities and personnel including resources from claims, risk control, analytics, enterprise risk management, and surety. As the Agencies are aware, we are more interested in assembling the very best team of brokers and specialists within USI. Most of us are located in the San Francisco Bay Area, but we have the flexibility to bring in resources or specialists from other regions if it benefits the Agencies.

USI's competitive advantage is that our team offers the Agencies the following:

- **Legacy expertise in handling the Agencies insurance and risk management needs** – The current core team has worked with the Agencies for over 20 years, and with individuals from various departments at the Agencies. This institutional knowledge benefits the Agencies since USI can provide efficient and timely services.
- **Public transit experience** – Significant experience working with public transit districts, as this knowledge enables the team to offer creative solutions to the Agencies.
- **Strong public transit marketing expertise** – A team which has personally negotiated multiple accounts with transit underwriters in the U.S., London, Bermuda, and Europe, offering the broadest and most cost-effective risk transfer solutions.
- **Resources of a major broker** – The extensive depth of USI's national resources are utilized and available to the Agencies.
- **Local broker access** – We are local, with the core team living in San Mateo County, and others in the local Bay area.
- **Great enthusiasm and teamwork** – A team that communicates and works well together to the benefit of our clients.

Each member of the team brings a specific and required knowledge to the Agencies. Our team members are seasoned professionals in public transportation, complex contracts, large casualty placements, property placements that include rolling stock, risk management, claims, surety, specialty insurance coverages and policy wordings. We are experienced in insuring a variety of transportation modes including several public transit districts with bus and rail operations similar to The Agencies. Please refer to Section F for a brief overview of our **core** and key team members' qualifications along with a description of their responsibilities on the Agencies' account. We have included a lot of detail in this proposal response on the roles each of these team members will fulfill. Full bios for team members are included in [Appendix I](#).

2) Identification of any and all of the services listed in Appendix A, Scope of Services for which Proposer intends to subcontract, including the intended subconsultant's name, location, key personnel, and their qualifications.

USI will not be utilizing any subconsultant firms for this contract, as we have not identified a local subcontractor partner who can provide the depth of insurance brokerage or risk management services to an agency as complex as the Agencies. However, USI is supportive of utilizing Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), or Disadvantaged Business Enterprise (DBE) firms with our public entity clients. We're open to utilizing them, as we do with other clients, for special projects to mutually share our expertise and learn from each other.

3) Describe understanding of, and rationale for, proposed intended approach to providing the work required under Appendix A.

As consultative ‘Risk Management Allies’ with our insureds, not ‘brokers who sell insurance’, our strong insurance brokering skills are still of the utmost importance. We work to position the Agencies in the insurance marketplace as premier passenger bus and rail operations and an outstanding transportation planning agency, that has high caliber management, a safety culture, strong administrative practices, and excellent risk management. This enables us to deliver the broadest coverage terms at the most competitive premiums. As part of our consultative approach, we bring new coverages and market trends to the attention of the Agencies’ team.

Renewals

The renewal process takes about 6 months based on the breadth and complexity of the Agencies insurance program. The Agencies insurance coverages renew on July 1st every year, so we have prepared a timeline of the **renewal process** and have attached it in [Appendix II](#). Of course, this timeline gets adjusted as we get closer to July 1, but we update the Agencies on the progress of obtaining quotes.

Renewal of major accounts like the Agencies requires a team of people, closely coordinating each step with each person focusing on their specialty. The following is an outline of the **Scope of Services requested in the RFP** and a brief comment of what each of these tasks’ entails.

Scope of Services- Renewals	Team Member
Review insured values and limits and maintain current insured values and limits of Agencies’ operations and equipment;	Barbara Goodwin Sherry Hurte Michael Mayfield

For the July 1st insurance renewal, we start the process in early January with the preparation of the insurance renewal packet. That packet includes applications and questionnaires that ask questions about risk exposures, data, and other information that help answer what limits the Agencies should consider. Michael Mayfield starts collecting the application and information we need in December.

Review and augment the Agencies’ insurance program with all new exposures to loss, including new operations, equipment, and property;	Barbara Goodwin Sherry Hurte
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We constantly evaluate whether the Agencies’ operations would benefit from new or different insurance programs, based on how their exposures are changing. For example:

1. When the JPB bought the Metrolink rail cars, we had to quantify the new maximum value of any-one consist to ensure adequate property insurance.
2. For SamTrans, we increased the maximum limit per vehicle for the new hydrogen fuel buses.
3. We designed a new program structure for JPB, when we added the FELA insurance coverage.

Coordinate with Agency staff for the collection and preparation of renewal information;	Sherry Hurte Phurba Gyalzen	Charlene Washburn Michael Mayfield
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After our review, we start arranging meetings with the Insurance & Claims Administrator, and various individuals within rail operations, engineering, planning, bus maintenance, bus operations, safety, environmental, etc. We bring our spreadsheets and applications to ask questions about their exposures, changes, and values. This process not only enables us to collect accurate data but also allows us to get a better understanding of the exposures and do a better job in negotiating the best program. We include specialists from our Cyber and Environmental teams, as needed, to assist.

Prepare Railroad Protective Liability applications unique to contractual coverage associated with railroads;

Sherry Hurte

We developed a simple one-page application that the Insurance & Claims Administrator completes and sends to Sherry, so that she can offer a quotation for coverage on the JPB's blanket railroad protective liability insurance program. Sherry Hurte coordinates this program. Sherry maintains online records of all projects quoted and diaries all insured projects for completion to make sure that coverage is extended if needed. Sherry is USI's national expert on this specialty coverage line, and the insurer has granted her authority to underwrite and bind the coverage.

Monitor and interpret loss run information;

Sherry Hurte
Steven Lee
Michael Mayfield

We collect and review carrier loss runs, and we work as claims consultants in resolving claims for the Agencies.

Perform extensive global market research for appropriate carriers or re-insurers. Prepare specifications and coordinate with new carriers in connection with the Agencies' annual renewal process; obtain multiple quotes with multiple options for premiums and limits; summarize findings for the Agencies' review;

Barbara Goodwin
Sherry Hurte
Phurba Gyalzen
Charlene Washburn

We have provided more detail in this proposal about the process, but essentially, it is critical for USI to maintain relationships with all the potential markets that are willing to write insurance for rail and bus operations. As specialists in public transit, we are knowledgeable about what markets write insurance in this space, personally acquainted with the underwriters and are up-to-date with their appetite.

We regularly meet with underwriters and attend seminars that they attend – In San Francisco, we regularly meet with underwriters who either work here or travel here regularly to meet with us. These same underwriters travel to specialty conferences, and we arrange formal meetings with them to provide updates on the Agencies. We also arrange meetings with those clients who attend. The Insurance & Claims Administrator for the Agencies has joined us in meeting with underwriters at the Public Agency Risk Management Association (PARMA) seminar and at the Risk and Insurance Management Society (RIMS) meetings.

We utilize strategic partners when appropriate - Based on the catastrophic potential of rail liability, the majority of markets that write this insurance are in London or Bermuda, although we do utilize U.S. markets as much as possible. Also, the insurance is written on a quota share basis, which spreads the risk to many different insurers. Local laws require we must use a Lloyd's broker to access these Lloyd's, European, and Bermuda markets, so we utilize the largest independent specialty rail broker, Price Forbes. We have traveled with the Director of Financial Planning & Analysis, the Executive Director and the CFO to London and Bermuda to meet in-person with underwriters. These meetings are critical to developing and maintaining relationships with key markets.

On the other coverages, we go direct to the markets as much as possible, unless there's a strategic relationship that warrants the use of a wholesale partner.

Evaluate quotations and analyze pricing, coverages, level of service and financial stability of the insurance carriers providing quotations;

Barbara Goodwin
Sherry Hurte
Phurba Gyalzen
Charlene Washburn

Each one of us takes the lead in negotiating certain insurance programs, but then we together evaluate quotations, pricing, and coverages. USI prepares charts and insurance summaries that compare options and include information on the markets approached and the scope of coverage. As this process can be fluid, we provide the Agencies with

interim updates for their input on direction and decisions. The insurance marketing process changed after Covid, and it is taking much longer to get insurance quotes, so we have developed a process to ensure that the Agencies are fully aware of the status of their renewals.

We include information in our proposal on the financial strength of insurance companies, based on an A.M. Best rating. Our minimum standard is to place insurance with insurance companies that maintain at least an A- Rating, and we have a department within USI that monitors carriers and their compliance with this standard.

Negotiate coverage terms and rates;	Barbara Goodwin Sherry Hurte	Phurba Gyalzen Charlene Washburn
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As discussed throughout this proposal, we go to the market to obtain quotations each year on every coverage line, and we're familiar with the types of markets willing to offer coverage terms. This marketing process enables us to negotiate the best rates and the broadest coverage terms every year.

Draft special insurance policy language where required and negotiate revisions to the insurance program with underwriters;	Barbara Goodwin Sherry Hurte	Phurba Gyalzen Charlene Washburn
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We manuscript certain coverages to ensure that the JPB, SamTrans and TA have the broadest possible insurance coverage. We look at each placement every year to ensure we are providing the broadest possible coverage.

Prepare summary of coverages and develop proposals for the Agencies, including outlining coverage options, market conditions and coverage enhancements;	Barbara Goodwin Sherry Hurte
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Our proposals have a lot of detail for the Agencies including a list of the markets we approached for each coverage, a chart which compares all the renewal quotations, and the specifications we used in marketing the coverages. We also provide details on each of the coverages, recommendations on new coverages the Agencies may want to consider, a service calendar, contact information of the service team, etc.

Facilitate and coordinate meetings and site visits between underwriters and the Agencies personnel and property locations;	Barbara Goodwin Sherry Hurte Tyler Dietz
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As mentioned, we feel that it is critical that property and liability underwriters meet with staff at the Agencies, see the facilities, tour CEMOF, ride the train, and get familiar with the JPB or SamTrans operations. When the underwriters develop a relationship with the Agencies, they are more engaged in underwriting the account, and this attention is helpful as we design the broadest and most cost-effective premiums.

Develop renewal proposals in conformity with time frames specified by the Agencies;	Sherry Hurte Michael Mayfield
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When we meet with the Agencies in January to discuss the pre-renewal timeline, we discuss the timeline needed for the year. We re-visit this timeline when collecting the specifications from the Agencies. As mentioned above, after Covid, it is taking longer to get quotations, so we have modified this approach and provided interim updates with charts that simplify the decision-making process.

Bind approved coverages with various carriers and invoice the Agencies;	Sherry Hurte Michael Mayfield
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Sherry binds coverages as quoted, and Michael invoices in a timely manner. We then give wire transfer or payment remittance instructions to the Agencies. Since the JPB’s program is written on a quota share basis, the accounting is more complicated, so we provide Excel spreadsheets to help the Agencies track what we have billed.

Prepare insurance summaries that provide a synopsis of the coverage limits, terms and conditions;	Sherry Hurte Michael Mayfield
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We prepare easy-to-reference summaries that are a synopsis of the coverages for the JPB, SamTrans, and TA. We also prepare detailed insurance summaries, including the policy forms, for each agency.

Review and approve policies and deliver complete renewal policies to the Agencies.	Sherry Hurte Michael Mayfield
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We have an extensive process of checking policies to ensure they match with the coverages we negotiated. This requires a review of the limits, deductibles, and premiums, in addition to a careful reading of the policy language and endorsements.

Administrative Brokerage Services

Account Executive Sherry Hurte provides and oversees account management services for our transit accounts, which entails many of the support services described in this Scope of Services section. An Account Representative, Michael Mayfield, issues invoices, checks insurance binders, and provides other technical support activities. USI utilizes other departments to create insurance certificates and provide other support services, and such services are overseen by Sherry and Michael.

Scope of Services and Deliverables - Administration	Team Member
Review insurance policies to ensure that terms and conditions conform to negotiated programs;	Sherry Hurte Michael Mayfield

When first binding insurance coverages, we receive insurance binders and/or cover notes from the insurance carriers, and Sherry verifies that each document accurately reflects the coverages negotiated on behalf of the Agencies. If there are discrepancies at this stage, we request the carriers to make the necessary changes and re-issue the binders.

Since there is a delay of some months from binding until we receive the policies, we immediately prepare simple one-page summaries. These summaries provide information on the insurance carriers, limits, deductibles, terms, and conditions of each policy.

When we receive the insurance renewal policies, we check them to confirm the rates, premiums, limits, deductibles, and coverage terms to ensure that the policies accurately reflect the program we negotiated with the insurers. We also carefully review any audits insurers’ issue to verify rates and premiums.

As needed, request modifications to insurance policies and obtain endorsements that reflect such changes;	Sherry Hurte Michael Mayfield
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When reviewing the insurance policies, we ask insurers to make modifications and request endorsements to reflect such changes. We also check such endorsements to ensure that the policy is accurate before delivery to the Agencies.

Process all invoices, prepare billings, and transmit with appropriate written explanation to the Agencies for payment;	Sherry Hurte Michael Mayfield
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Some of the Agencies insurance placements can be quite complex with multiple insurance carriers on quota share layers. In addition, each carrier has different timelines and preferred methods for receipt of payments (either by wire or check), so we quickly prepare invoices for the Agencies and provide written instructions for ensuring smooth transmission of payments.

Maintain copies of policies and summaries of coverages;

Sherry Hurte
Michael Mayfield

Sherry prepares the insurance summaries and delivers insurance policies to the Agencies in a timely manner. The insurance summary includes a list of the insurance policies, coverage limits, deductibles, premiums, commissions, and description of coverages. The Agencies have so many policies that we zip the files electronically and email them in logical groupings. USI stores all these documents in a shared folder and in a central agency management system.

Attend regularly scheduled meetings with the Chief Financial Officer and the Director of Budgets and Financial Analysis and Claims Administrator on account-related activities;

Barbara Goodwin
Sherry Hurte

Market updates - Provide market updates regularly, especially as there are shifts with the insurance markets that could impact the Agencies. Here is an example of the latest [USI Market Update](#).

Meetings with underwriters - Introduce key underwriters to provide meaningful dialog and relationship building while also sharing pertinent information. Although these meetings often occur outside the renewal cycle, these sessions impact renewals as underwriters form impressions of operations and management.

Claims - Discuss difficult claims and develop strategies for dealing with them.

Renewal claims review - Complete a claims review prior to the renewal marketing process that includes the Agencies, General Counsel, and TPA so that we can create accurate large loss listings and communicate claims status effectively with the insurance markets.

Complex third-party contracts - Address risk management questions on difficult or complex third-party contracts that require more thorough analysis.

Pre-renewal meeting - Discuss renewal strategy well in advance of the insurance renewals and deliver the pre-renewal packet for completion.

Renewal meeting – Prior to the renewal meeting, provide ongoing updates followed by a formal renewal meeting to review proposals for the Agencies.

Attend and participate, as requested, in committee meetings and the Agencies’ Board meetings;

Barbara Goodwin

Barbara Goodwin attends and participates in Agencies’ Board meetings when requested and always at the time of insurance renewal. We are happy to prepare information for the Agencies or to respond to questions at the meetings.

Prepare insurance premium projections for the Agencies’ annual budget;

Barbara Goodwin

When the Agencies prepare their budgets, we check in with the insurance markets to get input on their expected pricing. We then discuss such findings with the Agencies and prepare insurance premium projections for their budgets. USI keeps the Agencies apprised of changes in the market all year long but especially from the time of the budget until the renewal.

Issue certificates of insurance on behalf of the Agencies as needed;

Michael Mayfield

Third party contractors may request that the Agencies provide evidence of insurance. Our team reviews these contracts to confirm that all requested coverages and limits are in place and, if they are not, confer with the Agency for input. Once coverage conforms to the certificate holder’s request, our office will then issue an insurance certificate and furnish it to the Certificate Holders with a copy to the Agency. Whenever the Agencies want to review their current certificates or print a copy, all issued certificate information is resident in the InsurLink Client portal.

As needed, coordinate with the Agencies on projects requiring Railroad Protective Liability policy quotes and bind coverage for same; and

Sherry Hurte

As one of the strongest public transit brokers in Northern California, our service team has experience creating and managing a comprehensive **blanket** railroad protective program.

The Railroad Protective program we created has flexible limits and projects can be extended for no additional premium. We have created a streamlined, one page application which the project manager can complete and send to our office for one-day quotes.

We also created a railroad protective manual explaining the coverage and reasons for requiring it along with rates and policy forms. We held training classes for the JPB construction project managers and TASI and included some information about railroad protective insurance in our contracts class.

Monitor client reported claims

Steven Lee
Phurba Gyalzen
Kris Ludwig

As described more fully in the claims services section of this proposal, the key personnel and Steven Lee from the claims team monitor and consult on a majority of the claims. He engages Phurba Gyalzen on the employment practices liability, the public officials and the cyber liability claims as needed. The Agencies engage us on claims that involve high severity or adverse consequences to ensure proper investigation, aggressive management, and prompt resolution.

Kris Ludwig reviews and comments on the FELA claims. TASI and their TPA manage the claims, but Kris is available to consult on them, and will prepare large loss runs and other loss runs for the insurance markets.

Consultative brokerage services

All the activities specified under consultative brokerage services would be performed by the Team Lead Barbara Goodwin, Account Executive Sherry Hurte and specialists as needed.

Scope of Services and Deliverables - Consultation	Team Member
Review project contract language, leases, permits-to-enter, and other contracts to ensure maximum risk transference and the inclusion of applicable insurance coverages;	Barbara Goodwin Sherry Hurte Cathy Pinney

Like our other transit agencies, the JPB, SamTrans and TA contract with third-party consultants, vendors, and suppliers to complete various projects. The Agencies have wisely adopted the strategy of mitigating their risk of loss by effectively transferring risk through contracts. We have a tremendous amount of knowledge and experience in this facet of risk management consulting, including creating a custom contract manual for the District. Unlike many other

brokers who simply provide their clients with a one-size fits all “contract insurance guide”, we developed a one-of-a-kind contract manual tailored to the Agencies.

Here are examples of value-added third-party contract services:

Complex contracts - Barbara and Sherry routinely consult on challenging or large complex contracts advising on the types of coverage to require, adequate limits, and coverage terms and conditions. For example, Barbara and our Surety Consultant, Cathy Pinney, spent considerable time with the JPB consulting on the Cal Mod contract and PTC. We have provided further detail throughout the proposal on the types of contracts we have reviewed recently, but this is a value-added service we regularly provide to the Agencies.

Assistance for the Agencies when dealing with vendors - We assist when the contractors push back on coverage terms upfront. We have also offered Michael Mayfield to get more involved with the Agencies for certificate noncompliance questions and issues that contract officers have when interfacing with the third-party certificate tracking system, ITS.

Permits to Enter – We include coverage for the JPB in the blanket railroad protective program we place for those projects where third parties perform work within 50 feet of the ROW.

Review funding agreements and other contracts for the Authority to ensure maximum risk transference and the inclusion of applicable insurance coverages;

Barbara Goodwin
Sherry Hurte

Barbara worked with General Counsel to develop insurance requirements contract language to address the unique characteristics of these funding agreements. We needed to ensure that coverage protects the TA, even if it is not directly contracting for the work performed under a funding agreement.

Review insurance coverages and requirements for third party contracts and advise on appropriate coverages and limits to ensure maximum risk transference;

Barbara Goodwin
Sherry Hurte

As described above, Barbara and Sherry work with the Agencies contract officers and risk management staff to review the scope of services required of third-party vendors and advise on the proper insurance coverages that should be required to fit the exposure. The contract officers have the Contract Insurance Manual to reference when considering the right insurance coverages to require and will consult with risk management and USI to discuss as needed.

Provide annual training for Agencies staff on contractual risk transference;

Barbara Goodwin
Sherry Hurte

We regularly work with the Agencies to update the insurance requirements language especially with new court decisions or as coverages in the market change. When we update the language, or when the Agencies add new staff, we conduct regular training on contractual risk transference. We have not recently made any changes to the language, but are available to provide training to staff, especially due to the addition of new staff. During that training, General Counsel provides a legal perspective on the indemnification agreement. Barbara provides background information on the different types of insurance coverage required and gives the reasons for such requirements. We also provide advice on how to best utilize the Contract Insurance Manual, explain the Manual contents including decision trees and checklists, and provide case studies.

We helped the Agencies upload different versions of the language to their internal Intranet (depot), so we also provide guidance on how the contract officers can easily locate the appropriate insurance requirements language and drop it into their contracts.

Upon request, consult with the Agencies staff and General Counsel on insurance and risk management issues;

Barbara Goodwin
Sherry Hurte
Steven Lee

Barbara and Sherry regularly consult with and respond to inquiries from the Agencies staff and General Counsel on risk management issues including contractual risk transference, safety and risk control situations, claims, and potentially challenging insurance coverage questions. We often engage Steven Lee on these requests, given his claims perspective; he can provide helpful advice on how particular policy language can impact claims. We respond very quickly to requests and are also proactive to involve Agencies staff in situations that warrant their attention. Recent examples of how our team's expertise recently benefited the Agencies are as follows:

1. SamTrans indemnifies and insures its contracted paratransit bus operator, First Transit, for claims above \$5 million. USI had to negotiate improved policy language with the insurer to remove ambiguity, so that the insurance policy for SamTrans provided appropriate coverage. Our team worked with General Counsel and Risk Management to ensure the contract with the bus operator clearly stated the intent of SamTrans to indemnify them, and then followed through with the insurance carriers to ensure proper coverage. We had to work with not only the lead insurer, but excess layers as well.
2. The Agencies contracted with NeoGov which wanted to limit its liability. In response, USI collaborated with various departments, including Risk Management, General Counsel, Contracts and Procurement, IT, HR, and the Contractor, to reach a mutually beneficial resolution for the contract relationship.

Perform inspections of all property locations and advocate for the Agencies with respect to the most cost-effective solutions to carrier's loss control recommendations;

Tyler Dietz
John Canepa Jr.

Tyler Dietz is our dedicated Risk Control consultant for the Agencies and has provided some helpful assistance to the Agencies. John Canepa Jr., our Regional Risk Control Manager, also lends expertise to the Agencies, given his deep public transit expertise, currently working with LA Metro.

USI is available to provide Annual risk control inspections of the Agencies' major property locations. Tyler also accompanies the insurance carrier loss control inspectors and helps the Agencies address insurer recommendations. Historically, he and the team have visited Central, North Base, South Base, SF, Diridon and CEMOF. USI has provided invaluable and practical advice to the Agencies over the years, helping it prevent and mitigate losses.

As an example, from January 2022 to the present, USI Risk Control has provided 31 hours of services. These services encompassed various areas, including:

- Flood mapping of insured locations: USI Risk Control conducted flood mapping activities to support the Federal Transit Administration (FTA) Triennial Review.
- Insurance Carrier Risk Engineering Advocacy: USI Risk Control provided technical support and coordination, along with on-site advocacy, during insurance carrier engineering reviews and for loss control recommendations. This ensured effective communication and addressing the Agencies interests with carriers.
- Replacement cost evaluations for underwriting: USI Risk Control conducted evaluations to determine replacement costs. This process provided essential information for underwriting purposes, enabling accurate assessment of the value of insured properties.

USI also offers our clients access to a web-based portal from the Risk Management Center (RMC), with resources helpful to the Agencies. Here is a summary of the information available on that portal:

Risk Management Center:

- Web-based portal
- Free safety programs
- Wellness and health management content
- Educational webinars
- English and Spanish language
- Online training and learning management system
- Streaming safety videos
- Search feature
- Save frequently referenced materials to My content area

- **Safety policies and programs.**
- **Online training and PowerPoints.**
- **Streaming safety videos, Toolbox Talks, and Learning Management System (LMS).**
- **Audits and safety observations** – this mobile feature can organize, create, target, and resolve issues before they become incidents.
- **Certificate of insurance tracking** – turns COI tracking into a desktop function to manage certificates of insurance from all sources. Upload and archive COI, RMC tracks and reviews expiration, coverage limits, and policy detail.
- **Incident/Accident reporting** – generates incident reports, OSHA 300 log, and first report of injury. Track claims costs, near miss and all incident types. Provides trending graphics based on data input and tracks liability, property, environmental and fleet incidents.
- **Safety Data Sheet (SDS) tracking** – this desktop access feature assists with maintaining a chemical database by location, find SDS information online, and print hazard labels.
- **OSHA recordkeeping.**
- **HR and benefits resources** – includes customizable employee handbooks, recruitment and hiring best practices, training, and so much more.
- **Ask the Expert** – provides direct access to safety professionals.

Manage Contract Insurance Manual; upon approval of the Agencies and Agencies' General Counsel, prepare electronic and hardcopy changes to insurance requirements.

Barbara Goodwin
Sherry Hurte

The contract insurance manual tailored for the Agencies targets risk management staff, real estate, and contract and procurement officers. The program includes a manual with decision trees and classifications along with contract wording developed in conjunction with the Agencies' legal counsel and risk manager. We have created a seminar course for contract officers and risk management staff to introduce them to the theories of negligence and use of the manual.

The Agencies' commitment to effectively transferring risk via contracts coupled with the support of USI's account team's significant experience reviewing contracts makes the Agencies' more favorable risks in the eyes of insurance underwriters, contributing towards reducing the Agencies' total cost of risk.

Claims services

Steven Lee, Litigation Specialist, is the lead claims contact for the Agencies and over the past several years has worked closely with the Agencies' Insurance & Claims Administrator and the Agencies' TPA, Carl Warren, improving reporting processes and coordination between our offices and insurers. USI has always provided the Agencies' with unlimited claims resources to meet their needs with their insured claims.

Scope of Services and Deliverables – Adjusting/Claims Services	Team Member
Report 1st party claims to appropriate insurers;	Steven Lee

Steven and our claims team have experience handling catastrophic losses to major maintenance facilities and inland marine schedules and is available in the event of a major loss to the Agencies' buildings or rolling stock (for both trains and buses). He engages other senior property consultants as needed for large complex claims.

On a property claim, the damage to property and equipment is detailed, valuations are discussed, and recovery opportunities explored, and required documentation collected to submit a final proof of loss. We provide a brief outline of the applicable insurance coverage and highlight any coverage issues that may affect the extent of ultimate

recovery. As an example of the value we provide, Steven was instrumental in securing subrogation for the JPB on a property claim that did not exceed the \$100K deductible and recently consulted on damage to rail cars.

Report losses to excess carriers as needed;	Steven Lee TPA
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Steven and the TPA regularly report liability claims to excess carriers and interact with them as needed. Specifically, USI Insurance provides the Agencies with the following claims services:

- **Claims instructions** - Establish or enhance specific instructions for each line of business to ensure that claims are managed in accordance with the Agencies’ policies and guidelines.
- **Reporting procedures** - Develop loss reporting procedures to ensure that all claims are reported in a timely manner with the appropriate information.
- **Presentation of claims** - Advise on the presentation of your claims, including coverage reviews and development of proof of loss.
- **Coordinate and support the agencies’ claims administrator** – We routinely speak with the Agencies’ Insurance & Claims Administrator to obtain more details on claims, claims updates, or discuss claims that are being reported.
- **Coordinate and support the Agencies’ General Counsel** – When needed, we are happy to coordinate with General Counsel on difficult claims and participate in conference calls and mediation as requested.

Steven also reports other liability claims.

Assist in negotiation of claims and settlements with insurers;	Steven Lee
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It is also critical for Steven and our team to provide the following ongoing support:

- **Advocacy on the Agencies’ behalf** - Advocate and negotiate with insurers on disputed coverage issues to obtain favorable results.
- **Monitoring and consulting** - Monitor and consult on claims that involve high severity or adverse consequences to ensure proper investigation, aggressive management, and prompt resolution.
- **Aid in settlement of claims** - Assist with claim settlements and collecting insurance proceeds, including seeking advance payments on large losses.
- **Support the Agencies’ policies and procedures** - Manage claims in accordance with the Agencies’ policies and guidelines.

Provide technical assistance on critical or problem claims;	Steven Lee
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Our San Francisco Bay Area claims team has dealt with transit crossing accidents of all varieties; shootings, platform accidents, fatalities, serious injuries, and trespassers’ claims, which are often critical and complex that can develop into problem claims. We regularly review insurer reservation of rights, denials, disclaimers, requests for non-waivers, and questions.

Our claims team is well-versed on the special procedures required under California law for public agency claims and have worked with our transportation clients to ensure timely-reporting and coordination with multiple carriers, always as a strong advocate on their behalf.

The goal in resolving large claims is to assure that all parties involved with the process have a common understanding of what occurred, what needs to be done and by whom to facilitate a recovery, and what obstacles may arise in route to the final settlement.

Monitor and interpret loss run reports; and	Steven Lee Sherry Hurte	Michael Mayfield
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We coordinate with the Agencies to request loss runs from the Third-Party Administrator (TPA) in a logical format. We review the losses on these loss runs and highlight the larger ones to obtain updates from the TPA. We also order loss runs from insurers to make sure that we have complete information to review. We then schedule a meeting with the Agencies and the TPA to conduct the claim review so that we can then update the loss listing for underwriters. The Agencies review for accuracy and once confirmed, make these loss listings a part of our renewal specifications.

Coordinate with the Agencies' Claims Administrator for the purposes of monitoring and reporting to excess carriers the status of claims, claim reserves, and litigation defense counsel expenditures.

Steven Lee
Barbara Goodwin
Sherry Hurte

The claims and account teams regularly meet with the Agencies to discuss open cases and for annual or quarterly claims reviews. In addition, we are in constant communication with the Agencies' Risk & Claims Administrator and General Counsel on open claims, reserves, and litigation expenses. We not only gather information that is helpful for the underwriters and carrier claims teams but also discuss strategies for claim resolution.

Additional brokerage services

USI has an experienced team of risk management specialists who provide added depth and experience for custom projects and services. Many of these risk management experts are located in the Bay Area or in the West. Others travel frequently and have projects in the Bay Area or close by and are happy to travel to meet with the Agencies.

Update the RRPL Manual and the Contract Insurance Manual

We propose updating the Contract Insurance Manual and Railroad Protective Manual, for a fee. Both are very detailed in the information they provide and are helpful guides to staff in Risk Management and Contracts and Procurement.

OCIP Administration and Brokerage Services

The Agencies expressed interest in exploring the option of setting up an OCIP for future construction projects. We have a National Construction Project Risk Practice, led by Jamie Pincus, to ensure the highest level of best practices, consistency, and knowledge for the benefit of clients throughout the U.S. Jamie had completed a feasibility study for the PCJPB, but an OCIP wasn't compelling enough to pursue at this time. USI would be happy to revisit this at a future date, if needed. USI's fee for managing an OCIP would be negotiable, but it would be through insurance carrier commission and a fee.

USI Answerlytics

USI has negotiated discounted rates and priority access to IT vendors that can provide IT security services. USI has prepared a list of these vendors, called Answerlytics Curated Providers (ACP), to help USI clients meet and maintain the cyber controls and practices on which cyber underwriters focus. The types of services these vendors provide are:

- Multi-Factor Authentication
- 24/7 Network Monitoring
- Backup Practices
- End Point Detection
- Network Segmentation
- Privacy Controls
- M&A Review and Vendor Controls
- Patching, Pen-Testing and Vulnerability Scans

- Domain Administrator Group Hardening
- Law Firms with Cyber Expertise
- Cyber Risk Assessment
- Privileged Access Management

Please refer to [Appendix III](#) for a recent copy of this proprietary list of vendors for the Agencies.

Standalone Terrorism Insurance /Active Shooter

In 2016, a new “Active Shooter” coverage was introduced to the public entity insurance market, at first designed especially for educational institutions and is now available to all public entities. Beazley was the leader in offering insurance coverage, but it essentially includes liability insurance, risk control (risk assessment of insured locations), 24-hour crisis management, and post-crisis counseling.

While we have discussed it with them, none of our current public transit clients currently purchase this separate insurance, but instead rely on the TRIA coverage included in its liability insurance program. While TRIA has been in place since 2001, no event has yet been declared a terrorist act. As general liability policies would likely provide some coverage for clients, they don’t provide the pre-event risk control resources, nor do they address additional expenses and business losses that can arise after an event.

The good news is that while coverage has been evolving, the insurance market has taken a more holistic approach to these exposures and developed policies that provide risk mitigation resources and seamless, comprehensive coverage.

At USI, we have developed the ThreatSafe program, TerrorSafe, to help clients prepare for and recover from an active shooter or mass shooting event, provides critical planning and response resources, and addresses key coverage gaps. The solution offers a broad range of coverage options, including:

- **Active Assailant, Loss of Attraction and Threat (ALT):** Three of the most common perils combined in one form.
- **Active Response:** Active Assailant with the addition of a sub-limit for liability associated with an active assailant event.
- **Auto Terror Protect:** Umbrella insurance for terrorism-related auto events that wraps around any existing motor and third-party liability policies. First- and third-party coverage plus additional supplemental costs and expense.
- **Crisis Prevention and Response (CPR):** Pre-crisis planning and training to minimize the threat of incidents, plus fast response and communication support to minimize physical/reputational damage.
- **Chemical, Biological, Radiological, Nuclear (CBRN):** Coverage for physical loss and damage caused by demolition, decontamination and prohibition of access orders, and blast damage.
- **Workplace Violence and Stalking Threat:** Business interruption plus additional consulting expenses because of an act of workplace violence or a stalking threat.

All coverage options are secured through USI’s underwriting partners and leverage USI’s decades of real-life crisis/terrorism underwriting and claims experience to offer favorable program structure and terms. Features include:

- \$250,000,000 limit for terrorism-related exposures.
- Additional capacity available on a case-by-case basis.
- High limits for other named perils, including strike, riot, and civil commotion (SRCC).
- Flexible deductibles.
- Worldwide coverage.

We should also note that we can provide alternatives in London using Price Forbes, so we look forward to further conversations about this. USI would be compensated by commission for any new insurance it places.

For more information on TerrorSafe, please refer to [Appendix IV](#).

Keep Agencies Informed

Your dedicated service team will keep the Agencies apprised of new and emerging developments we believe will create opportunities or challenges for you with respect to your risk programs, including concerns related to the relative financial condition of the insurers with whom we and our clients do business.

We will disseminate this information to you using an array of media based on your preference, including phone, email, web, white papers, and seminars. These communications will address topics such as risk management techniques, the state of the market, carrier solvency, new products, legislative and regulatory changes, emerging torts, and best practices.

In addition, USI also offers an “**Executive Insights**” landing on our website which has articles on various topics across lines of business and lines of coverage that are timely and of interest. These articles – and the most recent “**Market Outlook**” with expert analysis on challenges, industry trends, and solutions for organizations across the P&C market – can be found at: <https://www.usi.com/2023-commercial-pc-market-outlook-mid-year-addendum/>

Our Risk Control Service Team provides several **white papers and webinars** per year on the status of the insurance industry, industry-specific trends, risk optimization topics, alternative program structures, and other topics. These webinars are free of charge to clients and non-clients, and typically considerable time is allotted for a question-and-answer period.

3.i.) Quality Control Plan: Describe how the Proposer will ensure that the quality of task management and work product, either from the firm or subconsultant, is within criteria set forth by the Agency. Describe at a minimum the approach to WD quality, strategy development, data analysis, subconsultant management, quality control of deliverables, schedule, budget compliance, staff management, and invoice preparation.

Management Plan to Control this Project

Our only goal is your satisfaction. Team Leader Barbara Goodwin has ultimate responsibility for quality control for the Agencies. Simply saying this is not enough, our actions need to speak to this goal. We ensure unsurpassed coverage and service for the Agencies by doing the following:

- Provide the Agencies with the **best talent** our organization has to offer.
- **Benchmark** your program against others in the market to make certain we have achieved best available terms and conditions.
- Engage **technical resources** including management liability and cyber liability specialists, risk control, surety, analytics and claims staff for their insight and assistance.
- Provide you with **innovation and creativity** — not just in the first phase of our relationship, but throughout it. Periodically, we will bring you new ideas that have worked in other client engagements. We continually share ideas and successes through monthly calls with our public entity team. We also involve the resources of the firm. Our clients are better served when we provide a team of quality people in every discipline — top to bottom.
- **Keep up to date** on trends in your sector. We will offer suggestions on risk mitigation based on our knowledge of public entities and trends.
- Seek out the appropriate resources and provide an **accurate response** in a timely fashion. We will never provide an answer to a question where we are not sure of the answer’s accuracy.

We exercise quality control in several ways:

- We provide coverage specifications to our underwriters during the marketing process. Once coverage is bound, we compare all binding documents to our original specifications to make sure that all requested coverage is either outlined as provided, or detailed as to where coverage is not provided.
- Review individual policies, once received, against our binding documents and our specifications. Errors or issues needing clarification are outlined to the underwriter with a copy to the client alerting them that USI has identified the issue and is working to rectify the situation.

- Perform an internal audit process where a compliance team randomly audits the marketing and client management files according to quality standards. All audit results are shared with the individual offices and audit deficiencies are highlighted and necessary improvement steps are outlined in the process.
- USI uses technology to extensively to improve efficiencies in the service model as well as risk analysis and identification.

USI follows rigorous compliance standards. In addition to quality control standards, offices and files are carefully audited for compliance with state surplus lines regulations including export lists and surplus lines filings, as required by law.

We work with the Agencies on developing and implementing a multi-year strategy. Assuming USI continues as your insurance broker, we will meet with you to finalize a timeline and set goals to meet and exceed your expectations. Please refer to [Appendix II](#), where we have included a sample timeline we prepare and discuss with the Agencies to fulfill expectations.

E. COMPANY QUALIFICATIONS, EXPERIENCE, & REFERENCES

In order to be considered for award of an Agreement, each Proposer must provide information about its company so that the Agency can evaluate the firm’s stability and ability to support the commitments set forth in response to the RFP.

USI Brings National Capabilities and Local Expertise

USI is a pre-eminent national insurance brokerage and consulting firm with more than 150 local offices connected across the U.S. and a leading market position in all core businesses. The Agencies benefit from us assembling the **strongest transportation team**, most of which are local in the Bay Area.

Leading National & Local Broker Exceeding \$2B in Revenue



- More than \$2 Billion in U.S. Revenue
- More than 150 years of brokerage experience through our acquired agencies
- Broad and deep knowledge based on the shared expertise and experience of 10,000+ professionals across industry verticals
- More than 500,000 clients served across all lines of business with superior account service and targeted solutions
- Proprietary Risk Management process, USI ONE Advantage®, delivers superior client solutions with financial impact

USI fills a unique niche in the brokerage consulting marketplace by providing clients with the market leverage of one of the largest U.S. consulting firms, along with the flexibility and service platform of a local firm. USI **stands for Understand, Service, and Innovate**. At USI we work to **Understand** the specific needs of our clients, to provide an unparalleled local **Service** experience, and to **Innovate** with cutting edge solutions so our clients can continue to

invest and grow. The power of USI, and our ability to bring best-in-class solutions and services to our clients and our communities, is achieved through the collective knowledge and experience of our professionals coming together as ONE.



Local Consulting and Account Team	National Specialty Resource Teams	Hand-Selected Team
<ul style="list-style-type: none"> ▪ Relationships ▪ Service excellence ▪ Flexible locations ▪ Long-term goals 	<ul style="list-style-type: none"> ▪ Thought leadership ▪ Intellectual capital ▪ Depth of talent ▪ Deep carrier relations ▪ Credentialed specialists 	<p>Our balanced team approach combines the knowledge and experience of national practice leaders with the service excellence of local insurance professionals to deliver customized solutions.</p>

Our integrated delivery of services means the Agencies have access to our full range of capabilities and personnel including resources and construction specialists, data analytics, enterprise risk management, surety, and claims.

In addition, the Proposer must have expertise in the tasks specified in Appendix A. The Agency, at its option, may require a Proposer to provide additional information and/or clarify submitted information.

Previously, USI outlined the services that it will provide in response to these tasks listed in the RFP’s Appendix A. In this section, we would like to demonstrate our understanding of the tasks, by providing specific thoughts on and approaches to JPB’s and SamTrans’ risk management programs.

Marketing Philosophy, insurance structuring concepts, alternatives, and options

For the Agencies, **USI Insurance does not utilize a central marketing facility** to consolidate accounts and which are used to maximize broker revenue where accounts are brokered by individuals with little or no client relationship. **Instead, the team that services your account is the team that presents your renewal to underwriters and personally negotiates on your behalf.**

USI Insurance has extensive relationships with insurance markets all over the world. We access most of these insurers directly, but in London and Bermuda we use a licensed Lloyd’s/Bermuda broker as required by law. For many years, we have worked closely with the independent Lloyd’s broker Price Forbes and their transportation teams in London and Bermuda. The Price Forbes transportation team handles a large volume of U.S. rail business and they are considered by many, including underwriters, to be the premier rail broker in London and Bermuda.

We access many U.S. markets directly; however, we utilize a wholesaler if it is to the insured’s advantage. With that said, the following are our specific thoughts on the Agencies’ insurance programs.

JPB liability

The majority of insurance capacity for rail can only be accessed outside the U.S., so the U.S. broker’s knowledge and experience in foreign markets is critical. Unlike most other major brokers, USI prefers to remain independent and rather than own a London and Bermuda broker, we have the freedom to match the best London and Bermuda brokers to our client and coverage.

Because passenger rail has a high severity risk profile for liability coverages and has unique exposures such as rolling stock and public transit, the standard insurance marketplace cannot meet most of JPB’s insurance

needs. Property and liability insurance for rail exposures is written only by insurers having the underwriting experience and proper reinsurance.

Annual face-to-face underwriter meetings – Unlike most brokers who simply email an account to London, our USI team actively contributes to the broking process by traveling to London to personally meet with underwriters and by developing our own local U.S. markets to participate on quota share programs with Price Forbes’ overseas markets. During the marketing process with Price Forbes, our USI Insurance team strategizes, presents our client’s pre-approved renewal update, and confers throughout the renewal process via emails and conference calls. Most American brokers simply email specifications to London and wait for a reply. We feel that a better approach is to personally travel to London as your broker advocate on an annual basis to meet with underwriters prior to renewal, which contributes to the positive results we achieve.

Place lower layers in U.S. Markets and excess layers globally – Traditionally, an approach had been to place as much capacity as possible in U.S. markets to obtain maximum occurrence-based coverage plus enhancements on special public entity forms, e.g. public officials’ liability and employment practices liability. However, U.S. markets are not keen on writing heavy rail operations such as JPB so that approach is not viable. Plus, JPB has had claims made coverage since inception of operations on July 1, 1992, and gains no advantage in switch to occurrence, especially for the higher cost of the occurrence form. Plus, USI is able to get its specialty public officials insurance coverage cost effectively on a standalone basis.

Quota share vs. layering – Both quota share and layering are used in the Agencies’ insurance programs with the District’s liability mostly being a layered program and the JPB’s program quota share. The JPB’s program previously employed both quota share and a layer written 100% by one carrier, but with insurers cutting back on capacity after the Chatsworth accident, the top layer is now quota share as well.

This demonstrates the benefit of a quota share. If one insurer cuts back on capacity, it is much easier to slide in a small participation at the same competitive price than to try to replace the entire layer as the market itself is hardening. In quota share programs, losing one carrier on a layer doesn’t explode the pricing. In addition, the quota share approach also allows for more continuity with insurers who are able to change their participation but still stay on the program for many years.

Rail liability Limits – The JPB currently carries \$323 million in liability limits. The JPB is required through one of its contracts to purchase rail liability passenger cap which is why it purchases this limit amount.

FELA – USI currently places \$50 million in FELA limits, increasing the \$100M after 7/1/23. This is an insurance coverage unique to railroad employees; due to this federal act, railroad employees get broader benefits for injuries than would be available under workers’ compensation, based on the hazardous nature of their work. Not all railroad employees get FELA benefits; Caltrain/TASI railroad employees do get them, having negotiated these benefits through its union. Our team at USI is an expert on FELA insurance coverage and claims consulting having placed FELA Liability insurance directly with TASI since 2012. Last year, ***USI and Price Forbes recommended, negotiated and placed a separate limit for this insurance in its rail liability program, which has been a highly cost-effective and creative solution beneficial to JPB and its rail operator, TASI.***

Retentions - The JPB currently has a \$2 million retention, which is very low for a heavy commuter rail program. We have negotiated a buffer layer enabling it to maintain this low retention, and the JPB can elect to discontinue purchasing that for a premium savings.

Double aggregates - We can also explore double aggregates in lieu of reinstatement options. With double aggregates, the JPB would pay more in upfront premiums. Reinstatement options generally range from 100% to 125% of premium and are available during the policy period, if it looks like a claim may exhaust the policy limit before the end of the term. We already have a double aggregate on the \$1 million buffer layer, given that the program does not drop down below \$3 million.

SamTrans (District) liability

The challenge on the District’s liability is to keep the \$2 million retention in the midst of escalating liability settlements and a market where many carriers are increasing attachment points across the board.

Combine liability programs for the JPB, the District and the TA – The first possibility that comes to everyone’s mind when thinking of saving premium dollars on the District’s and JPB’s insurance programs, is to combine the rail and bus programs for liability. In the past, we have considered this option but the General Counsel’s opinion has been that the two entities are not combinable. This fits with standard underwriting guidelines that require 50% or more common ownership to insure two entities on the same liability policy. We are happy to pursue any of these options if General Counsel approves of the entities being combinable.

Quota share vs. layering – For SamTrans liability, USI recommended and implemented a unique approach, which is ultimately saving it significant premium dollars. Bus liability losses have doubled, tripled, or even quadrupled over the past year, especially in highly litigious states like California. As a result, many U.S. insurers no longer write the insurance, and those that have remained, are seeking high-rate relativity between layers, since insurance carriers higher in the insurance tower, are paying more claims than they have historically.

USI therefore put together a quota share program in London, to provide limits excess of \$50 million. The coverage in London does not drop below \$50 million, it offers only one aggregate limit on bus liability plus it does not include supplemental insurance coverages, such as public officials’ liability. This unique approach makes sense, since this layer provides catastrophe coverage in exchange for the ***District saving hundreds of thousands of premium dollars each year with this approach.***

Higher retentions – SamTrans could see some premium savings by increasing its \$2 million self-insured retention. Most other agencies retain much higher amounts of \$5 million, \$7.5 million or even \$10 million, so while SamTrans is fortunate to have a low retention amount, it may be cost effective to consider higher amounts, which USI has offered.

JPB and District property

The property insurance market is now being impacted by some catastrophic (i.e., hurricane/ earthquake/ flood/ wildfire) losses that are occurring with increasing frequency. Last year, there were 15 distinct billion-dollar weather and climate related disasters in the U.S. culminating in Hurricane Ian, which is currently estimated at \$120 billion in damages. The result of these losses are increases in property renewal rates of between 15% to 150%.

JPB’s property and inland marine insurance – With high property values for its maintenance facility, the right-of-way infrastructure, and rolling stock, the JPB has a high severity risk profile for property. Even though some markets have treaty restrictions for rolling stock, we are familiar with the insurers who can insure railroads and have obtained capacity to manage the JPB’s risk exposures, cost-effectively. While the JPB’s assets exceed \$1.4 billion without trackage, we utilize insurers that can provide a loss limit that combines the JPB’s real and business personal property, and its rolling stock, at a limit that adequate to cover any concentration of these assets. We have negotiated a large loss limit with a domestic insurance carrier, but have secured higher limits cost-effectively through Mitsui and Chubb in Bermuda.

SamTrans Property – This is a preferred risk as perceived by insurers, but with the current hard property market, the District has maintained insurance with a long-term partner. Currently, coverage for the District is written by Lexington with broad coverage including \$25 million in flood coverage. The District has maintained a close relationship with Lexington, even engaging their engineers as it designs its hydrogen fuel stations at the Bases.

Bus physical damage – While some bus districts self-insure the bus physical damage exposure, SamTrans elects to insure its buses with very broad coverage. We designed the program to include a tiered deductible structure, replacement cost valuation on the buses, and perils extended to include earthquake and flood on the buses. The District has had some bus damage losses, so has seen the value of having such a program in place.

Types of Insurance for the Agencies

USI has not described all of the types of insurance coverages that the Agencies currently carry but has offered comments on some of the unique insurance coverages, plus new coverages it may consider.

Public agencies in California purchase insurance coverages and limits that protect against catastrophic losses, so that such losses would not jeopardize the financial viability of the agencies. Agencies also assume large, self-insured retentions on these catastrophe programs, to make the annual insurance premiums more affordable, since first dollar insurance programs would be prohibitively expensive.

Because the District acts as the managing agency for the JPB, a number of coverages purchased by most agencies are not needed by the JPB.

JPB liability

Coverages that the JPB should carry or consider include:

JPB liability policies with JPB as first named insured	Coverages <u>not</u> needed because either the JPB has no employees or coverage is carried by the District
<ul style="list-style-type: none"> • Railroad liability • Excess auto over operator’s insurance • FELA • Environmental – first party & third party • Public officials liability • Blanket railroad protective liability • Special event liability 	<ul style="list-style-type: none"> • Automobile liability, other than operator • Employment practices liability • Cyber liability • Police professional liability • Fiduciary Liability

Railroad liability and FELA – Railroad liability is essentially a combined general liability and automobile liability policy with special wording for railroad operations. The railroad liability policy covers damages for liability incurred as a result of railroad operations and related activities including automobile liability, for bodily injury and property damage with extensions for emergency evacuation and clean up, special trains, personal injury and contractual liability. FELA insurance provides coverage for railroad worker injuries. These coverages have been more thoroughly described earlier.

Public officials’ liability – Additional high severity loss exposures for public agencies can arise from management liability claims. Public Officials liability insurance provides coverage for the errors and omissions of the JPB’s board members, executives, employees and the entity itself for claims made by third parties and includes defense expenses incurred while defending claims. These policies also cover the JPB’s defense expenses.

Environmental Liability – The JPB’s environmental liability policy covers first party claims for remediation and third-party claims for bodily injury, property damage or remediation expenses, and emergency response expenses resulting from a covered incident. In addition, the JPB’s policy has been enhanced to protect against bioterrorism attacks using nuclear, biological or chemical agents.

Special event liability – The JPB operates special emergency response drills with other agencies, plus has special events including the Freedom Train and the Holiday Train. We procure an insurance policy with a very low retention and reasonable insurance premium to address potential liabilities.

Railroad protective liability – Construction or demolition work along a railroad’s right-of-way represents an increased hazard to the railroad.

- **Permits to enter** – Because of the increased hazard and the benefit accruing to the contractor or sponsoring agency, the JPB’s Permit to Enter requires that the sponsoring agency and contractor assume the JPB’s liability for the project. This assumption of liability needs to be backed by insurance, yet the standard Commercial General Liability policy excludes liability assumed under contract involving construction or demolition work within 50 feet of a railroad track. A contractor’s own liability is covered under its Commercial General Liability policy but the liability of the railroad that the contractor is assuming in a Permit to Enter, is not covered.
- **Purpose of railroad protective** – Railroad protective liability coverage was designed to fill this gap. It **benefits the railroad by providing first dollar liability coverage**, thus protecting the JPB’s self-

insured retention by immediately defending and paying a claim on the railroad’s behalf. Railroad Protective liability is required as a condition for allowing a contractor or a project sponsor to enter the right-of-way to perform construction or demolition work.

JPB Property

JPB Property Policies	Not needed because either the JPB has no employees, coverage is carried by operator, or the District or coverage is prohibitively expensive
<ul style="list-style-type: none"> Property insurance for real and personal property Inland marine coverage for rolling stock, railroad equipment, trackage, bridges and tunnels 	<ul style="list-style-type: none"> Crime including employee dishonesty and third-party crime for operator Earthquake Flood

Property and Inland Marine – This insurance is described above, but JPB does not have insurance for Earthquake and Flood.

Earthquake – Since the JPB has substantial assets in earthquake prone areas, it could experience a substantial loss to its CEMOF facility, bridges and tunnels, or rolling stock from a major seismic event. Like other public agencies, the JPB elected to self-insure this exposure, since the cost is unaffordable.

Flood – Losses from flood can also devastate public agencies, and most have to self-insure this exposure as well, due to the significant premiums. Considering the Bay Area climate and adequate flood control along the right-of-way, the JPB has little exposure to flood, so does not purchase coverage.

District liability

The District as the following liability policies and coverages:

General liability, automobile, and bus liability including	
<ul style="list-style-type: none"> Bodily injury and property damage Personal and advertising injury Employee benefits’ legal liability Employer’s liability Accidental death and dismemberment Excess police liability above \$1 million Errors and omissions 	<ul style="list-style-type: none"> Public officials liability Manager’s fleet auto Environmental liability Employment practices liability Cyber liability Kidnap, ransom and extortion Fiduciary liability
Other coverages to consider	
<ul style="list-style-type: none"> Foreign liability and foreign voluntary workers compensation for any international travel Non-owned aircraft liability Coverage for Drones Owned or non-owned watercraft Active Shooter or Standalone Terrorism Insurance 	

Bus, automobile and general liability – As described above, bus liability claims can be catastrophic (and frequent) for public transit districts, and a limited number of markets write this type of business.

Employment practices liability – Some public entity lead insurers include this exposure in their base policy forms but a high self-insured retention applies lessening the effectiveness of the coverage. The District along with some of our other public transit clients have elected to purchase a stand-alone \$5 million employment practices liability insurance program with a lower retention. We now have coverage excess of \$5 million in the SamTrans liability tower as well.

Public official’s liability and errors and omissions – This insurance provides coverage for the errors and omissions of SamTrans’ board members, executives, employees and the entity for claims made against them by third parties. USI combined this coverage with the above EPL policy, which was a cost-effective way to improve the coverage and reduce the self-insured retention.

Environmental liability – At North and South base, SamTrans stores diesel fuel, oils, chemicals and waste in underground storage tanks, above ground tanks, and drums. These pollutants could leak onto third-party locations, generating an environmental liability. The policy also covers first party clean-up and the policy has been further enhanced to protect against bioterrorism attacks using nuclear, biological or chemical agents.

Cyber liability – This coverage was created to protect for the significant loss potentials related to privacy, network security, and digital content disputes. For example, the Agencies computer networks could be breached or compromised by hackers or disgruntled employees, causing release of private information. USI placed SamTrans with an insurer that provides value-added cyber security services that greatly benefits the Agencies. This year, **as a result of this work, USI was able to significantly increase limits, improve coverages and reduce the self-insured retention.**

Fiduciary liability – This provides for defense and financial protection of fiduciaries of employee benefit plans against legal liability arising out of their role as fiduciaries, including the cost of defending those claims.

Kidnap, ransom & extortion – This specialty insurance covers ransom payments, extortion threats, and related expense costs for negotiators and crisis management specialists.

Non-owned aircraft liability – Some of our public agency clients will charter aircraft or helicopters to take pictures of major construction projects. Some also have employees who are pilots, who may fly their personal aircraft for business. Since the general liability insurance policy excludes aircraft liability losses, the public entity procure a non-owned aircraft liability insurance policy, which SamTrans does not currently have.

Drones – Drones are becoming extremely popular and many public entities are buying them for surveying, inspections and photography. Insurance claims of bodily injury, property damage, and invasion of privacy can be costly, and since this is excluded on standard programs, separate insurance is available at very low premiums.

Owned or non-owned watercraft – As the managing agency for the TA, SamTrans has the responsibility for maintaining the Dumbarton Rail Bridge. If the only access to the bridge’s turntable is by water, the District may rent and operate watercraft. Watercraft is an exclusion on the District’s liability policy. If the District only travels in watercraft owned and operated by others, the District would not have this exposure, but would want to ensure it has proper risk transfer through the contract with this operator.

Active Shooter – In 2016, a new “Active Shooter” coverage was introduced to the public entity insurance market. Coverage includes liability insurance, risk control (risk assessment of insured locations), 24-hour crisis management, and post-crisis counseling. At USI, we have developed the **ThreatSafe program**, which we described more thoroughly previously.

Sexual Abuse and Molestation – While losses from this exposure are more common in schools and churches, the District does have an exposure to this. Its excess liability program has substantial limits for this, it is excluded above a certain level. Standalone insurance policies are available, if interested.

District’s Property and Bus Physical Damage Coverages

District Property policies	Other coverages to consider
<ul style="list-style-type: none"> • Property policy for real and personal property • Inland marine for contractor’s equipment and tools, primarily at the bus bases • Bus physical damage • Crime including employee dishonesty and other coverages 	<ul style="list-style-type: none"> • Earthquake on the buildings and personal property

Many of these coverages have been described previously, except for the following:

Crime – We have seen claims from public agencies where employees have embezzled cash. Crime insurance responds to claims arising from theft of money, securities and other tangible property by employees. These embezzlement claims generally go undetected for a long period of time, so the claims can be large. Most of our public entity clients purchase crime insurance since the premiums are reasonable compared to the risk.

Earthquake – Since SamTrans has substantial assets in earthquake prone areas, it could experience substantial losses from earthquake. SamTrans does not purchase insurance for this exposure, since the cost is prohibitively expensive, and like other public agencies, has elected to self-insure.

Flood – Losses from flood can also devastate public agencies, and most have to self-insure this exposure as well, due to the significant premiums. Thankfully, we have been able to obtain flood coverage for the District, as part of its property insurance program.

Auto physical damage – Many public agencies own a fleet of pool cars and 24-hour vehicles, and most including the District elect the self-insure the first party physical damage to the vehicles.

Transportation Authority

The Authority's risk exposures have become more complex, funding higher risk projects including pedestrian trails and bridges, bike lanes and other road construction projects. As a result, TA elected to obtain liability coverages and has \$11 million in limits for general liability insurance with a lower retention of \$100,000. It also has \$3 million of Public Officials Liability insurance for its Board, also with a lower retention of \$100,000. The SamTrans' insurance program provides the excess insurance coverage.

To be considered qualified for consideration of award of an Agreement, Proposers must:

1) Be licensed to do business in the State of California, as a property casualty insurance broker or agent;

USI Insurance Services is licensed to do business in the State of California. In addition, Barbara Goodwin and members of the account team carry property & casualty insurance producer and surplus lines insurance licenses. Please see the licenses for USI Insurance Services LLC and Barbara Goodwin in [Appendix V](#). USI would be happy to supply other licenses as requested.

2) Have a local presence in the San Francisco Bay Area region;

Core members of the account team, Barbara Goodwin, and Sherry Hurte, live in San Mateo County and work in the San Francisco office. Every other USI team member in the organizational chart works in San Francisco, Concord and the Bay Area, with one exception; our Environmental Consultant is a remote employee in the Midwest. So, we are a local team, and have the experience of working on other public transit accounts together.

3) Possess the ability to carry errors and omissions coverage with a limit of at least five million dollars (\$5,000,000) per claim/five million dollars (\$5,000,000) annual aggregate limit. Satisfactory evidence of coverage will be required annually;

USI provides evidence of this insurance annually. Please refer to [Appendix VI](#) for USI's Certificate of Insurance for Errors and Omissions Coverage.

4) Have a minimum of five years of experience as a licensed broker doing business in California in the public sector and must possess knowledge of regulations and codes regarding insurance brokerage;

USI Insurance Services, LLC ("USI") was founded in 1994 and incorporated in Delaware. Therefore, it has been a licensed broker in California for almost 30 years and has a public entity vertical as one of its key

specialties. We are fully compliant with regulations and codes regarding insurance brokerage. USI has a dedicated licensing department to ensure compliance with these regulations.

5) Have experience working with public transit agencies, and preferably commuter rail/rail transit agencies;

Public Entity Experience

Members of The Agencies’ service team have extensive public entity client expertise and we understand the balance that exists between “when to purchase insurance” and “when to self-insure.” Your team members help their clients implement risk management strategies and help manage complex claims to optimal and successful settlement.

The core service team working with the Agencies handles the following larger public entity accounts:

Accounts Under Barbara Goodwin and Team

- Golden Gate Bridge, Highway & Transportation District
- San Francisco Bay Area Metropolitan Transportation Commission (MTC)
- Peninsula Corridor Joint Powers Board (JPB, aka CalTrain)
- San Mateo County Transit District (SamTrans)
- San Mateo County Transportation Authority (TA)
- Greater Cleveland Regional Transit Authority (GCRTA)
- The Cities Group
- The County of Marin

In addition, USI offices draw on our team’s public transit experience for input on various client issues and marketing assistance. Our team leader, **Barbara Goodwin**, regularly consults with other producers and teams across the USI network on transportation accounts and assists on projects across the U.S., including one of the largest public transit agencies in the country, LA Metro.

We are proud of the specialized knowledge that the Agencies account team has developed with transportation accounts and the unique issues that apply to them. Here are some recent examples of how this core team’s public transit expertise has benefitted the Agencies and other commuter rail and public transit agencies:

1	Procured liability insurance for flaggers that are being utilized to complete electrification of Caltrain service. We not only placed the liability insurance coverage, but also obtained railroad protective liability insurance to protect PCJPB as Additional Insured on the primary insurance that flaggers obtained. USI was able to get this done quickly and creatively, based on our knowledge of the risk exposure and our relationships with the rail liability and railroad protective markets.
2	Consulting on complex liability and property claims for all of our public transit agencies, and as we are currently working through with the Agencies from a 2022 railroad accident. Our claims specialists are proficient working with the client, the TPA and General Counsel, to develop a strategy for resolving outstanding claims. The Agencies already has deep claims handling resources, but USI provides strategic support for ensuring the best possible claim result.
3	USI regularly consults with the Agencies and our other public entity clients on contractual risk transfer issues. The Agencies contract with third parties for supplies and other services to operate its rail and bus operations. USI provides advice when needed, on the types and amounts of insurance they should include in these contracts. We see a wide variety of contracts, including hydrogen fuel stations, cash collection, micro transit bus services, bus bridges, bike storage, aerial imagery, tow truck service, etc.

4

Surety bonds on contracts are always challenging, in terms of when to require, what type of bond language to include, and to help when contractors push back. USI has been helpful consulting in these situations, most recently for another client with a railcar procurement contract. Together with General Counsel, we have trained Contracts and Procurement, Risk Management and other staff at the Agencies on this complex financial instrument.

We have included other enhancements that have benefited the Agencies throughout this proposal.

In addition to the qualifications described above, Proposers shall describe their experience in providing the specified services for similar operations and/or entities.

Relevant Experience of Similar Size and Scope

The following risks exemplify the broad range and variety of exposures faced by public transportation clients; Driver safety, system design, schedules, emergencies, weather conditions, passenger safety, construction, fleet management, employee safety, and public interaction are among the factors integral to a client’s risk profile. How these exposures are addressed and presented to the insurance market is critical to securing the most advantageous insurance coverage terms and pricing. Crafting strong insurance language is imperative to transferring risk to protect self-insured retentions.

USI also has served the public sector for project specific engagements such as the following:

- Construction wrap-ups (Owner Controlled Insurance Program)
- Loss control analysis
- Environmental due diligence
- Litigation Management
- Safety Services – customized contracts to provide supplemental safety professionals to staff (outsourcing)
- Independent Risk Assessment
- Claims audit (third party administrators)

With extensive experience insuring public transit and working closely with our clients, we view transportation operations and insurance from many different perspectives. Our clients have included light rail, heavy rail, commuter rail operations, public bus districts, transportation funding authorities, regional transportation planning commissions, and a world class bridge and highway. We routinely respond to a variety of client questions regarding third party vendors, contractors, construction-related projects, insurance wordings, surety and other matters. **Few teams can match the public transportation experience** that our USI team offers.

The core public transit team of **Barbara Goodwin as the Team Leader and Sherry Hurte as the Account Executive** have worked together with public agencies for 20 years. Barbara, Sherry, and the team members selected provide exceptional insurance brokerage and risk management services to public entities locally. Our team has been described by clients as being **knowledgeable, ethical, creative, responsive, helpful, and public entity insurance experts.**

Additionally, Proposers shall provide references of a minimum of three (3) and a maximum of five (5) clients within the past three years for similar services. For each client submitted as a reference, Proposers shall supply a brief description of the services provided, the timeframe services were provided, and client contact information (See also Part 3, Section 1.E).

Name of client	Golden Gate Bridge, Highway and Transportation District (GGBHTD)
Contract terms	2008 to present

Current contract	Current contract is 5 years, from 2018 to 2023. We have been their casualty broker since 2008, and we were awarded the Property and Marine coverages mid-contract in April 2020. The fee amounts are included in the Exhibit forms.
Contact name	Kelli Vitale, MBA, SIP, Director of Risk Management and Safety
Contact email	kvitale@goldengate.org
Contact phone number	415-716-9925 or 916-416-2305 (cell)
Scope of project	<p>We have designed and implemented a comprehensive insurance and risk management program for the District. Please ask the Risk Manager about our team's:</p> <ul style="list-style-type: none"> ▪ Creative and persistent approach to the insurers to design a viable insurance program structure during a very difficult insurance market. ▪ Claims consulting on unusual and difficult claims resulting in timely closure. ▪ Extensive risk control services to help the District prevent and mitigate losses lowering its cost of risk. ▪ For the Property renewal, we worked with the District on property values, and adjusted the policy's loss limit based on this joint analysis. • Evaluation of the viability for a Loss Portfolio Transfer financing program for old workers' compensation claims, so that the District can remove past liabilities from its balance sheet. • Keeping the risk manager updated on legislative changes to Workers' compensation, respond to questions on claims handling, and provide risk control services as requested. • We deliver the request for renewal information early in the year; meet with the District's Liability and WC claims TPAs to discuss large and/or difficult claims, discuss renewal strategy with the risk manager and deliver renewal terms in advance of Board Meetings.
Name of client	Greater Cleveland Regional Transit Authority (GCRTA)
Contract terms	2013 to present
Current contract	New 5-year contract just renewed for an amount disclosed in the Exhibit form.
Contact name	Judy Lincoln, Director of Risk Management
Contact email	jlincoln@gcrtta.org
Contact phone number	216-390-9631
Scope of project	<p>We are the Casualty insurance broker for GCRTA, which is the largest rail and bus agency in the State of Ohio.</p> <p>Speak with Judy about:</p> <ul style="list-style-type: none"> • Creative approach to placement of liability coverage for rail and bus operations. • Placing the public officials' liability and employment practices liability at competitive terms. • Providing expert counsel on contracts for railroad protective liability insurance and other rail and bus contracts. Recent complicated contracts include rail car purchase with significant consultation of insurance and surety issues, rehabilitation of bridges, paratransit, rail grinding, and an antifreeze contract.
Name of client	Metropolitan Transportation Commission (MTC)
Contract terms	2009 to present
Current contract	We have been MTC's insurance broker for over 10 years. We earn commissions on the insurance coverages we place for MTC and other agencies, with current customary annual commissions ranging between 10% to 15% of the policy premiums.
Contact name	Gertruda Luermann, ARM, Senior Program Coordinator
Contact email	gluermann@bayareametro.gov
Contact phone number	(415) 820-7992

Scope of project	<p>We are the property & casualty insurance broker and risk management consultant for this large and unique funding agency. Specifically, we:</p> <ul style="list-style-type: none"> • Take a creative and comprehensive analysis and placement of their insurance program. • Provide expert risk management advice on numerous contracts with third parties. These MTC contracts are extremely complicated with services ranging from the Clipper Fare Payment card to construction on the bridges, electronic toll systems, bike share programs, electronic toll lanes, etc. This experience benefits all our clients since we see so many different projects that they overlap with our clients. <ul style="list-style-type: none"> ○ Our risk management expertise and analysis enables MTC to assess and evaluate risk for the projects it undertakes. ○ We've provided training to staff on insurance and requirements in contracts so they can be more proficient in managing their projects. ○ USI staff inputs insurance requirements and contracts into MTC's Ebix certificate tracking system. In addition, we are available and responsive in addressing questions from vendors whose certificates are being tracked by Ebix, MTC's certificate tracking service.
Name of client	County of Marin
Contract terms	2022 to present
Current contract	We are working on a capped commission basis for a fee disclosed in the Exhibit. USI earns additional compensation for placing new insurance coverages for the County and for special projects.
Contact name	Karen Shelar, JD, ARM, Risk Manager
Contact email	kshelar@marincounty.org
Contact phone number	415.473.6445
Scope of project	<p>This is a new account in the last year, and we have improved their program as follows:</p> <ul style="list-style-type: none"> • We helped the client significantly running Marshall Swift reports to assess the property values and spent a lot of time with the client reviewing. • We introduced them to underwriters for the first time, which is helping us secure the broadest coverages at the most cost-effective premiums. • We are consulting with them on some dicey claims that are exceeding the SIR and recommending strategies for negotiating coverage with the insurance carrier. The County would prefer to fight, instead of setting a precedence of settling claims too early. • Increased Cyber limits despite being an exceptionally challenging market for public entities.

Proposers shall also provide the size and structure of the firm as evidenced by an organizational chart, relevant to its client base.

As a company, we have several industry sectors to deliver insurance products and services. Public transportation accounts are part of the Public Entity sector, where we handle all lines of Property/Casualty insurance, Employee Benefits, and Bonds. This group represents clients who are bus/rail transportation systems, county governments, cities and towns, public utilities, airports, and specialized governmental agencies representing law enforcement, joint power authorities, and school districts.

There are several industry sectors we focus on to deliver insurance products and services as shown above and USI is committed to serving public sector clients. We serve as broker for public entity clients at all levels, including public transportation, state, municipal, public works, and public education. We support a **national/regional public sector resource group** to provide industry knowledge, market information, and assistance to the USI brokers who serve governmental entities throughout the country. We meet monthly to discuss risk management trends, the public entity insurance marketplace, newly developed resources, and other issues relevant to our public entity clients.

With over 1,500 public sector clients, USI demonstrates the capacity to address the current and emerging needs of the Agencies.



Our Client Base Includes the Following:	
1,500+	Public Sector clients
2,200+	Transportation and Rail clients
800+	Municipalities/Counties
300+	Aviation clients
900+	Sports and Entertainment venues
100+	Fire and Rescue

Each Proposer shall submit sufficient evidence satisfactory to the Agencies that the Proposer is in compliance with this section. Do not list the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, or the San Mateo County Transportation Authority as references. However, if Proposer has provided services to those organizations, such experience will be considered by the Agency in its evaluation.

USI believes that it has complied with the information requested by this section. In addition, USI is the current insurance broker and risk management consultant for the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, or the San Mateo County Transportation Authority and have not included them as a reference. However, the USI team has provided exceptional service to the Agencies over the years, and our institutional knowledge benefits the Agencies.

If the Proposer is a joint-venture partner, describe the organizational arrangement and roles and responsibilities between the firms. Each Proposer must submit sufficient evidence satisfactory to the Agency that the Proposer is in compliance with this section.




Not Applicable.

F. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

“Key Personnel” is defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFP. Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by the Agency. Substitution of Key




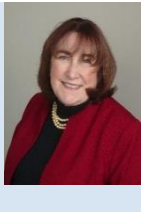
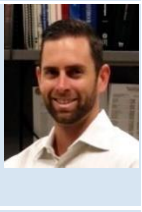
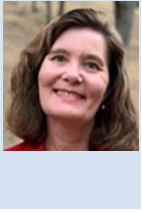

Personnel without prior written approval by the Agency will constitute a breach of the Agreement. The Agency reserves the right to direct the removal of any individual, including Key Personnel.

Please refer to [Section D](#) for the Organization Chart and [Appendix I](#) for Team Bios which provide the details of experience the Agencies are requesting. Below is a snapshot of the Key Personnel.

Team Member	Role and Qualifications
Team Lead	
<p>Barbara Goodwin, MBA, CPCU, ARM-E <i>Senior Vice President</i> San Francisco, CA 35 years of Experience</p> 	<p>Barbara Goodwin leads the team and is responsible for the overall stewardship for the Agencies.</p> <ul style="list-style-type: none"> She provides exceptional leadership and creativity for her clients, helping clients identify their loss exposures, recommending ways to mitigate risk, and evaluating risk transfer strategies through insurance and contracts. She is an exceptional broker and leads the team to handle the services provided to the Agencies. Barbara has been recognized nationally for her risk management contributions in the field of Transportation, by Risk and Insurance Magazine, earning the Power Broker award in 2012 and 2015. She works on risk management accounts that require consulting on complex contracts with third parties. For example, she works with public transit bus, rail, funding and public entity accounts, where she provides substantial contractual risk transfer consulting and training including the Peninsula Corridor Joint Powers Board (Caltrain), San Mateo County Transit District (SamTrans), San Mateo County Transportation Authority, Golden Gate Bridge Highway and Transportation District, San Francisco Bay Area Metropolitan Transportation Commission (MTC), County of Marin, and Greater Cleveland Regional Transit Authority. Barbara is an expert on specialty coverages specific to railroads, including FELA insurance coverage and railroad protective liability insurance. <p>Barbara is a teacher of risk management courses including the ARM designation program, and frequently speaks at RIMS, APTA, and PARMA and other risk mgmt. conferences.</p>
Core Service Team	
<p>Sherry Hurte, CLCS <i>Senior Account Executive</i> San Francisco, CA 35 years of Experience</p> 	<p>Sherry Hurte is an Account Executive with over 35 years of insurance experience who excels at providing responsive day-to-day service to her clients.</p> <ul style="list-style-type: none"> Sherry works on large transportation accounts including, Peninsula Corridor Joint Powers Board (Caltrain), San Mateo County Transit District (SamTrans), San Mateo County Transportation Authority, Greater Cleveland Regional Transit Authority, County of Marin, the Golden Gate Bridge, Highway and Transportation District, and the San Francisco Bay Area Metropolitan Transportation Commission (MTC). She has worked with transportation and rail underwriters in the U.S., London, and Bermuda and is a resource for other USI team members. She has extensive experience in commercial insurance and marketing. She provides personalized, quality service to her clients and assists in marketing new and renewal business, responding to insureds’ inquiries, and maintaining their accounts. <p>Sherry is an expert within USI on railroad protective liability insurance and has been given underwriting authority by the insurance carrier to quote this insurance for JPB’s projects.</p>
<p>Michael Mayfield <i>Account Representative</i> Concord, CA 30 years of Experience</p> 	<p>Michael Mayfield is an Account Representative with over 30 years of experience in the insurance industry. As part of the USI’s Property and Casualty division, he is responsible for the daily servicing requirements of his clients’ public transportation accounts.</p> <ul style="list-style-type: none"> Michael’s role includes, invoicing, handling complex accounting issues, creating the renewal packet and applications for the carriers, and preparing the insurance policy binder for the Agencies. Michael has extensive experience servicing public entity clients. He assists clients with contract reviews, certificate of insurance, and certificate management systems.

Michael holds a Fire & Casualty Broker-Agent License, Life Agent License, and has earned his B.A. in Spanish/Latin American Studies from Columbia University, New York, NY.

Key National Resources

<p>Steven Lee Claims Vice President</p>		<ul style="list-style-type: none"> Steven works with our public entity accounts, providing recommendations on pending litigated claims, claim reviews and risk scenarios that may impact the Agencies. He has provided numerous claims consultant guidance on various public entity projects including transportation, construction, electrical utilities, and water districts. Steven has over 30 years in the insurance and risk management industry.
<p>Tyler Dietz Risk Control</p>		<ul style="list-style-type: none"> Tyler is a Risk Control consultant who works with the Agencies. He is an excellent risk control consultant, working with many of our transit clients. <p>Tyler previously worked as a risk control consultant on the insurance carrier side.</p>
<p>Phurba Gyalzen President Cyber, POL, EPL</p>		<ul style="list-style-type: none"> Phurba is responsible for risk analysis, marketing, and product development for cyber liability, public official's liability and employment practices liability coverages. He also consults on management liability claims as needed.
<p>Charlene Washburn Vice President, Environmental</p>		<ul style="list-style-type: none"> Charlene handles the marketing for environmental liability coverages. She also consults on third party contracts for questions on pollution coverages. She has over 37 years' experience, and also spent some time working in Bermuda.
<p>John Canepa, Jr. President, Risk Control</p>		<ul style="list-style-type: none"> John is a Risk Control consultant who works with Tyler on the Agencies. He is an excellent loss control consultant who has worked with many of our transit clients, including LA Metro. His role will be more of the outside consultant/advisor supporting Tyler, who is the local risk control person. <p>John has over 15 years of experience in loss control management and safety engineering.</p>
<p>Cathy Pinney Assistant Vice President, Surety</p>		<ul style="list-style-type: none"> Cathy currently works with the Agencies providing helpful risk management advice on what surety bonds the Agencies should require in its construction or other contracts. Cathy has over 30 years in the risk management and insurance industry and 13 with public entity clients.
<p>Kris Ludwig FELA Claims</p>		<ul style="list-style-type: none"> Kris is a workers' compensation claims consultant, who consults with the team on FELA claims. Kris has worked with large self-insured public entities as a claims adjuster for many years.

USI engages additional team members, as also shown in the Organization chart. The above snapshots, under Key National Resources, are specialists that are most actively involved with the Agencies.

G. FINANCIAL QUALIFICATIONS

As requested by the Agencies, we have created separate files of these Financials Statements and also the Insurance Certificates, which we will upload on Bonfire.

H. COST PROPOSAL

Please see separate file for our cost proposal.

J. LICENSES AND CERTIFICATIONS

Proposer and proposed Key Personnel must hold and maintain during the course of contract including any option extensions, appropriate professional licenses to perform the work specified in this RFP. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their proposal. Copies or proof of such licensure and/or certification may be requested by the Agency.

Please refer to [Appendix V](#) for relevant licenses and certifications.

K. ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

It is the intent of the Agency to use its purchasing power to support the sustainability aspects of the San Mateo County Transit District’s Strategic Plan and its Sustainability Initiative. By incorporating environmental considerations into its purchasing process, the Agency intends to achieve four goals:

- 1) reduce the adverse environmental impact of its operations;
- 2) influence its vendors to emphasize sustainability in their operations, products, and services;
- 3) support the market for recycled and environmentally-preferable goods;
- 4) Realize cost savings resulting from better utilization of resources.

Accordingly, the Agency requests Proposer(s) to include environmentally preferable products/materials, and/or provide details of their environmentally sound business practices, in their proposals.

Nationwide, USI has an ongoing green effort practiced across our nearly 200 offices that includes recycling programs, beautification projects, and initiatives to lower our carbon footprint. This also includes LEED-certified local offices, a paperless file system, in-office recycling, and participating in a secure shedding program with Iron Mountain, which has various environmental benefits, noted in the following graphic. Many of the vendors that we choose (Staples, Enterprise/National, and Xerox, to name a few) have extensive go-green initiatives. As a company, USI has a Green Procurement Policy. We are committed to reducing the adverse environmental impact of our purchasing decisions. To achieve this goal USI:

- Ensures that we only buy goods and services that are truly necessary
- Encourages upgrade, reuse, repair, and recycle of products
- Ensures that suppliers’ environmental credentials are considered in the supplier appraisal process
- Strives to balance environmental and fiscal decisions when making purchases



Please take a moment to watch our video on USI’s commitment to going Green:
<https://www.usi.com/about-usi/the-power-of-one/social-responsibility/environmental-sustainability/>

L. CONFLICTS OF INTEREST

USI Insurance Service is the current insurance broker for the three agencies, providing the same insurance brokerage and risk management services as requested in this RFP. USI does not have any “potential conflicts that may compromise its delivery of unbiased work product.”

DISCLOSURES

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Information Concerning Our Fees

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms, or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

APPENDICES

APPENDIX I: TEAM BIOGRAPHIES



Barbara Goodwin, MBA, CPCU, ARM-E

Sales Executive, Senior Vice President

Property & Casualty



At USI, Barbara Goodwin provides insurance brokering and risk management consulting services helping clients identify their loss exposures, recommending ways to mitigate risk and evaluating risk transfer strategies (through insurance and contracts). Barbara has been recognized nationally for her risk management contributions by *Risk & Insurance Magazine*, earning the Power Broker award in 2012 and 2015.

Barbara works with public transit rail and bus accounts, plus also public entity risk management accounts, where she provides substantial insurance brokerage and contractual risk transfer consulting and training including the Golden Gate Bridge Highway and Transportation District, Caltrain, SamTrans, Metropolitan Transportation Commission, County of Marin, San Mateo County Express Lane JPA, Cities Group, and Greater Cleveland Regional Transit Authority.

As co-Founder of her business Core Pursuit, Inc. she worked with companies to achieve success by providing practical and leading-edge insurance and risk management consulting services. Before starting Core Pursuit, Barbara established and managed the first Western Regional office for INSUREtrust.com, a company introducing new computer network security insurance products into the marketplace. Previously, Barbara served as Vice President in the technology division at Willis, and at ABD, handling risk management and commercial insurance needs. She also served as a Consultant for Tillinghast, the world's largest risk management consulting firm, and worked as a Directors and Officers Liability insurance underwriter for Chubb Insurance Company.

Barbara received a B.A. from Whitman College, an MBA from Golden Gate University and is a Chartered Property Casualty Underwriter (CPCU), an Associate in Risk Management (ARM-E), and earned her Enterprise Risk Management certification (ERM 57). Barbara is also a member of the Insurance Educational Association (IEA) faculty, a nationally recognized Gold Level Outstanding Course Leader of Risk Financing coverage (ARM 56). Barbara regularly speaks at risk management industry conferences for the Public Agency Risk Managers Association (PARMA) and the Risk and Insurance Management Society (RIMS). Barbara is a licensed Fire & Casualty and Surplus Lines insurance broker.

USI Insurance Services LLC
201 Mission Street, Suite 1100
San Francisco, CA 94105
Tel: 628.201.9053
Mobile: 650.766.0527
barbara.goodwin@usi.com
CA DOI License # 0G11911
usi.com

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Charlie Rosson

Executive Vice President

Greater San Francisco Bay Area Leader, Property & Casualty



Charlie Rosson is Executive Vice President, Property & Casualty Leader for USI Greater San Francisco Bay Area. He brings more than 24 years of insurance industry experience to this position, and his leadership will help advance the delivery of USI's industry-leading tools, solutions and expertise to Bay Area organizations.

Charlie has served on the Board of the Council of Insurance Agents and Brokers (CIAB), and was the chairman of the CIAB's Council of Employee Benefits Executives. He currently serves on the Board of the Insurance Industry Charitable Foundation—Western Division (IICF) and the Surplus Lines Association of California Stamping Committee.

Charlie was recently Senior Vice President of Ryan Specialty Group and also served as CEO of Woodruff-Sawyer & Co, one of the largest insurance brokerage and consulting firms in the US, from 2008 to 2016. He was also named as Chairman of Assurex Global, the world's largest privately held commercial insurance, risk management, and employee benefits brokerage group. Before his time with Woodruff-Sawyer, Charlie served as a benefits practice leader for Marsh. He began his insurance career as a benefits consultant for Sedgwick.

Charlie received his Bachelor of Arts in history from University of California, Los Angeles.



Sherry Hurte, CLCS

*Assistant Vice President, Account Executive
Property & Casualty*



Sherry is an Account Executive with over 30 years insurance experience who excels at providing responsive day-to-day service to her clients.

Sherry works on large transportation accounts including Peninsula Corridor Joint Powers Board (Caltrain), San Mateo County Transit District (SamTrans), Greater Cleveland Regional Transit Authority, Charlotte Area Transit System (CATS), the Golden Gate Bridge, Highway and Transportation District, and the San Francisco Bay Area Metropolitan Transportation Commission (MTC). She has worked with transportation and rail underwriters in the U.S., London, and Bermuda and is a resource for other USI team members. She has extensive experience in commercial insurance, marketing, and sales. She is dedicated in providing personalized, quality service to her clients, and she assists in marketing new and renewal business, responding to insureds' inquiries and maintaining their accounts.

Before joining this team, Sherry worked at McNamara & Associates/Gallagher-Heffernan, where she was responsible for client services on a wide range of commercial accounts. In addition, she was a lead Account Manager at Evarts Lee & Lewis, Inc. responsible for marketing, applications, binders, invoicing, handling claims, and responding to client inquiries.

Sherry has a Fire/Casualty Agents License, has earned her Commercial Lines Coverage Specialist designation and has also taken Commercial Property & Casualty Insurance Education Courses.



Michael R. Mayfield

*Account Representative
Property & Casualty*



Michael is an Account Representative with over 25 years of experience in the insurance industry. As part of the USI's Property & Casualty division, he is responsible for the daily servicing requirements of his clients' public transportation accounts.

His role includes reviewing clients' current needs and identifying possible future needs, marketing and quoting all lines of property and casualty coverage, handling the reviewing process, and assisting clients with their technical questions concerning coverage and policies.

Michael holds a Fire & Casualty Broker-Agent License, Life Agent License, and has earned his B.A. in Spanish/Latin American Studies from Columbia University, New York, New York.

Michael is a California resident and has been with USI since 2015.



Tyler Dietz

*Risk Control Consultant
Commercial Lines*



Tyler Dietz is a Commercial Lines Risk Consultant for the USI West Region. He collaborates with claims and analytics colleagues to identify loss trends and develop comprehensive risk management plans aimed at minimizing overall risk costs. With a wealth of knowledge and a steadfast commitment to his clients, Tyler is a valuable asset to the team. He joined USI in 2022 and has been actively working in the insurance industry since 2018.

Prior to his tenure at USI, Tyler served as a Property and Casualty Risk Engineer at Chubb, where he conducted thorough risk engineering analysis across various lines of business to support underwriting services. In addition, Tyler provided account services, engaging in meaningful discussions with clients to address their requirements and help improve their loss history. He has garnered experience across diverse industries, including public entities, agriculture, distribution, education, food, hospitality, law, life sciences, manufacturing, and technology to name a few.

Tyler holds a B.S. in Agriculture Business with a focus on Business Management from California State University, Chico. To further enrich his expertise in commercial insurance, he has successfully completed certification programs through Chubb Risk Engineering and industry-leading technical programs.

Tyler and his spouse, originally from Chico, currently reside in Roseville, CA, along with their French Bulldog named Biscuit. During his leisure time, Tyler enjoys moments with his loved ones and partaking in a round of golf at one of Northern California's scenic courses.



John J. Canepa Jr., ASP, OHST, CFPS

*Risk Control Consultant
Property & Casualty*



John Canepa, Jr. joined USI (formerly Wells Fargo Insurance) in June of 2006 as a property and casualty Risk Control Consultant. John manages and services the entire southern California region for the Advisory Practice.

John provides loss reduction services to a wide variety of industry groups, inclusive of: construction, manufacturing, transportation, food and beverage, service groups, healthcare, semiconductor, and real estate.

John's field work has involved providing industrial hygiene sampling for various industry groups, implementing environmental health and safety and property conservation programs within a variety of work environments, assessing the level of risk and code compliance within all industry groups, performing ergonomic assessment evaluations, providing management/employee safety training presentations, and providing fleet management solutions to the transportation industry.

John has passed the Occupational Health and Safety Technologist (OHST), the Associate Safety Professional (ASP), and the Certified Fire Protection Specialist (CFPS) certification programs. He is also a OSHA General Industry Outreach certified trainer.

John graduated from Long Beach State University in 2006 with a Bachelor of Science in Environmental Engineering. His Engineering Degree focused on Waste Water Management and Environmental Health and Safety.



Steven H. Lee

*Senior Claims Advisor, Claims Practice
Property & Casualty*

Steven Lee is a Vice President of Property & Casualty Claims for USI. Steven handles the day-to-day claims activities and consultation services on some of USI's largest construction, habitational, transportation, and media clients. He directly oversees claim handling for the most complex accounts. Steven reviews all new claims on designated clients and establishes a plan of action to achieve favorable claim resolution. He attends and facilitates client meetings, claims reviews and vendor visits, reviews claims status, and action plans using advanced problem resolution skills.

Steven also provides status reports to clients and keeps Account Executives and Claims Manager informed. He advocates, consults, and provides coverage advice to clients as appropriate. Steven investigates, evaluates, and negotiates resolution of the most complex claims in accordance with company guidelines and best claims practices.

Steven also mentors junior consultants in the various USI claims offices. Consultations may include recommendations on pending litigated and non-litigated claims, review insurer's reservation of rights, denials, disclaimers, claim escalation and coverage appeals, and risk scenarios that may impact their insurance program.

Steven has claims handling experience since 1986 with 17 of those years working at major insurance carriers, and has been with USI since 2002. Steven's tenure at the insurance companies included various positions including Special Investigation Unit Coordinator for Fraud cases, Litigation Unit Manager, and Claims Consultant for Construction Defect claims. Steven's background also involved the direct handling and supervision of bodily injury and property claims involving construction and multi-unit habitational risks.

Steven earned his B.S. in Business Administration and Marketing from San Francisco State University. He is a licensed Fire and Casualty Broker in the State of California.



Kris Ludwig

Claims Consultant

Workers Compensation



Kris Ludwig is a Workers Compensation Claims Consultant assisting in claim management for California Clients. He started with USI in 2021 and his experience in the industry examining workers compensation claims and administering benefits began in 2011.

Prior to joining USI, Kris worked at Sedgwick and was dedicated to the Los Angeles Unified School District. Being one of the largest employers in the State of California, he helped guide LAUSD employees to recovery including teachers, principals, bus drivers, and different utility specialists. He was later dedicated to Delta Airlines gaining experience in the private sector helping pilots, flight attendants, and baggage handlers. Most recently, he worked at Innovative Claims Solutions managing multiple cities and municipalities administering Labor Code 4850 workers compensation benefits to firefighters and police officers throughout the state.

Kris graduated from San Diego State University in Business Administration with an emphasis in Finance. He has earned multiple customer service awards throughout his career.

He was active in community programs in the past including the LAUSD 5k at Dodger Stadium. In addition, he volunteered to conduct presentations to inner-city high school seniors providing insight to career paths in our industry.

Originally from Southern California, Kris now lives in the San Francisco Bay Area.



Charlene Washburn, CPCU, ERM

National Practice Advisor

National Environmental Practice



Charlene Washburn is an environmental complex risk specialist in USI Insurance Service's National Environmental Practice. She works with offices across the country to design, negotiate, place, and service environmental programs for clients.

Charlene has over 37 years experience in casualty, captives, and environmental insurance. She started her career at Marsh in Minneapolis specializing in risk management casualty. She went on to the energy divisions of Alexander & Alexander (now Aon) and McGriff, Seibels and Williams in Maryland. It was then that she added captives and environmental insurance to her expertise. She had extensive dealings with London, Bermudian, Norwegian, and European markets for casualty programs for the energy sector and worked closely with captive managers to design alternative risk programs for her clients. She designed custom and manuscript programs for client's environmental exposures. When McGriff closed its Maryland office, she accepted a position as Director of Bermuda Operations with Strategic Risk Solutions and while there was involved in all aspects of captive formation and operations. She was also instrumental in incorporating a Caymans captive management company for SRS and established an insurance brokerage arm for the company in Bermuda. Upon her return to the U.S., she joined Marsh in Washington, DC and moved on three years later to Wachovia in the National Environmental Practice in 2007. The former Wachovia Insurance Services is now part of USI.

Charlene earned a B.A. from Metropolitan State University in St. Paul, Minnesota; a Chartered Property Casualty Underwriter designation from the American Institute for CPCU, and an Environmental Risk Management designation from Southwest Texas State University.

Charlene divides her time between homes in Maryland and Minnesota and is active in both communities.

USI Insurance Services National, Inc.
601 13th Street NW, Suite 900N
Washington, DC 20005
Tel: 410.209.7610
charlene.washburn@usi.com

usi.com

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Phurba Gyalzen

*Senior Vice President / National Practice Advisor
Executive & Professional Risk Solutions (EPS)
Management and Professional Liability*



Phurba is a financial lines broker with USI Insurance Services (USI) where manages Northern California and serves as in-house resource for the west region. He specializes in management, professional and cyber liability insurance for portfolio startups and unicorns to large private/nonprofit and public company clients in the technology, life sciences, public entity, municipality, financial institution, real estate and agriculture sectors.

In this role, Phurba provides consultative services, market negotiations, policy analysis and placement, contract review, risk assessment and claims advocacy services. He assists in driving retention and growth strategies, maintaining carrier relationships and delivering state-of-the art coverage for USI clients and prospects.

Phurba has over 20 years of experience in financial lines products. Prior to joining USI (after its acquisition of Wells Fargo Insurances Services), he co-ran The AssureTech Group, a specialty wholesale brokerage focused on venture capital and portfolio company risks primarily for member firms of the National Venture Capital Association (NVCA). Prior to that he was a management liability broker at Carpenter Moore and Woodruff Sawyer, both highly regarded boutique insurance brokerage firms based in San Francisco. Prior to working in the insurance industry, he was consultant on various environmental projects in Nepal for the World Wildlife Fund after graduate school and spent several years doing biomedical research after college.

Phurba has an M.B.A. with a concentration in banking & finance from Case Western Reserve University and a B.A. in neuroscience from Oberlin College. He is based and lives in San Francisco.

USI Insurance Services LLC
201 Mission Street, Suite 1100
San Francisco, CA 94105
Tel: 628.201.9031
Mobile: 415.370.9386
phurba.gyalzen@usi.com
CA DOI License # 0G11911
usi.com

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Catherine A. Ronchelli –Pinney, CIC, CRM, AFSB

Surety Consultant

Surety Practice



Catherine A. Ronchelli -Pinney is the team leader for the surety department for the Greater San Francisco Bay Area. Cathy works closely with clients to establish surety bond lines and solutions for their operations. Her clients include contractors, environmental companies, real estate developers, technology, solar, and other industries including international, publicly traded and privately held firms. She reviews financial statements, provides risk management services, and services daily bonding needs. She works closely with underwriters to develop relationships that clients benefit from.

Cathy started her surety career in 1989 as a surety underwriter for Insurance Company of the West and then became a Senior Underwriter moving to Fireman's Fund Insurance Company in 1993. In 1996, she relocated from the East Bay to her hometown Santa Rosa to become the Bond Manager at Jaffee Bonds and Insurance Services, a surety Managing General Agency. She joined ABD Insurance Services now USI Insurance Services LLC in 2001. Her positions here have included working on insurance programs for contractors and being a Construction Team Leader, Marketing Account Executive for branch prior to Surety Team Lead.

She holds the designations of Certified Insurance Counselor (CIC), Certified Risk Manager (CRM) and the Affiliate in Surety and Fidelity Bond (AFSB).



Michael A. Borges, C.P.A., A.R.M

Analytics & Alternative Risk Specialist

Property & Casualty



With over 30 years' experience in the financial services industry, Michael advises clients on alternative risk programs and loss analytics. He has an extensive risk management background in both property and casualty. Michael helps clients evaluate and manage risk retention programs including large deductibles, self insured retentions, retrospective rating programs, single parent & group captives (from feasibility to implementation).

Michael began his career in public accounting as an auditor with KPMG Peat Marwick, earning his California Certified Public Accountant Certificate. He served 25 years as a senior executive with national retail brokerage houses as a Risk Management Practice Leader. In addition to his customer service responsibilities, Michael has served in CFO and COO capacities.

Michael is a graduate of University of Colorado at Boulder with a B.S. in accounting and completed the CPA review program at the graduate school of the University of Southern California. He is an Associate in Risk Management and a member in good standing with the California Society of Certified Public Accountants and the American Institute of Certified Public Accountants.

Michael is active in community services and has served on non-profit boards benefiting youth health & sports programs.



Joel DeVilbiss

*SVP, Regional Technical Resource Leader
Property & Casualty*



Joel DeVilbiss, Senior Vice President/Property & Casualty Technical Resource Leader. As the Regional Technical Resource Leader for USI's West Region, Joel is helping to deliver expert insurance and risk management advice and best-in-class service to USI customers. Joel has been in the insurance industry for 30 years and has been with USI since 2022.

Prior to USI, Joel was the Northern California P&C Practice Leader for one of the top 20 largest P&C brokers in the country. From 2011 to 2018 he led Travelers' Technology & Life Science underwriting team. Joel also spent 11 years with Fireman's Fund Insurance Company in a variety of underwriting and product leadership roles and received his formal underwriting training from Chubb.

Joel earned a double-major in Economics and History from California State University at Chico.

Joel has been a passionate volunteer within his local youth sports programs coaching Little League baseball and NorCal Rugby. He also volunteers with the San Francisco & Marin Food Bank.

Joel is originally from Larkspur, California and now lives in near-by Corte Madera, CA with his wife. His two children are now attending college. His daughter is a Sophomore at Seton Hall in New Jersey and his son is heading into his Freshman year at the University of Washington.

Joel DeVilbiss
USI Insurance Services LLC
575 Market Street, Suite 3750
San Francisco, CA 94105
Tel: 415.205.9453
joel.devilbiss@usi.com
usi.com

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Richard Peers, CEO

- Richard has over 35 years' experience marketing North American transportation business. His knowledge and expertise have been developed through the many major accounts that he has worked on over the years.
- Richard spent his first 13 years with Sedgwick and moved in 1997 to join Prentis Donegan & Partners which later became Price Forbes & Partners.
- Richard is CEO of Price Forbes & Partners but remains committed to his core book of business which US Casualty and transportation.

Giles Edmonds, Executive Director

- After graduating from St Andrews University in 1988, Giles joined Sedgwick's North American Casualty team where he specialised in construction and transportation placements.
- Having spent time working in the US for Sedgwick, Giles joined Prentis Donegan & Partners in 1999 which later was to become Price Forbes & Partners. In 2004 Giles set up Prentis Donegan's Bermuda operation before returning to London.
- Giles brings 34 years of London, European and Bermuda broking experience to Price Forbes & Partners.

Emma Sayer, Director

- Emma started her career at C V Starr in 2009 when they established their London Casualty division. She worked in the underwriting team with various clients across many industry sectors including Transportation.
- In 2014 Emma joined Marsh as a broker within their US Casualty division. She was responsible for the production, placement and servicing of accounts, continuing to work across a variety of traditional business classes including Transportation, as well as working with clients in the Sharing Economy and Micromobility sector.
- Emma joined the Price Forbes US Casualty team in 2019 where she primarily focusses on Transportation, Manufacturing and Public Entity business.

Tim Savill, Head of Claims

- Tim Savill is Head of Claims at Price Forbes & Partners, and has over 34 years' claims experience as a broker, negotiator and manager. He is responsible for heading up the 30-strong claims team and has significant experience in; non-marine property and casualty; marine hull, P&I liabilities, energy and power, nuclear and construction claims.
- Previously, Tim was Claims Manager at Gibbs Hartley Cooper and prior to that, Claims Assistant at Frizzell Bolton Hicks, where he started his career.

APPENDIX II: RENEWAL TIMELINE

APPENDIX III: PROPRIETARY LIST OF VENDORS

USI Cyber Answerlytics Curated Providers

USI Cyber Answerlytics Curated Providers (ACP) were chosen to help USI clients meet and maintain the Cyber controls and practices on which Cyber underwriters focus. All ACPs have agreed to discounted rates and priority access for USI clients.

Multi-Factor Authentication

Multi-Factor Authentication adds a layer of protection to the sign-in process, an effective tool to minimize network compromise.

Corvid

Elizabeth Coakley
(704) 799-6944 ext. 199
Elizabeth.coakley@corvidtec.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

24/7 Network Monitoring

Continuous monitoring of your network supported by a third party security operations center can increase network security, reduce downtime and provide support around the clock.

Corvid

Elizabeth Coakley
(704) 799-6944 ext. 199
Elizabeth.coakley@corvidtec.com

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

CyberSafe

Austin Hooper
(631) 230-5102
ahooper@cybersafesolutions.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Cybir

Tim Walters
(267) 566-4168
tw@cybir.com

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

Backup Practices

Backups can protect your mission critical data from threats of ransomware, malware and human-error.

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

End Point Detection

End Point Detection and Response (EDR) is a security solution that continuously monitors end-user devices to detect and respond to cyber threats like malware and ransomware.

Corvid

Elizabeth Coakley
(704) 799-6944 ext. 199
Elizabeth.coakley@corvidtec.com

GoBox

Donn Greiner
(210) 204-7956
dgreiner@altaworx.com

CyberSafe

Austin Hooper
(631) 230-5102
ahooper@cybersafesolutions.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Cybir

Tim Walters
(267) 566-4168
tw@cybir.com

Lifars, a Security Scorecard company

Ranell Gonzales
(646) 799-6292
rgonzales@securityscorecard.io

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

Network Segmentation

Network segmentation is one mitigation strategy to protect against data breaches and ransomware events and limit access from vulnerable devices, such as end of life systems, to the rest of the network.

CyberSafe

Austin Hooper
(631) 230-5102
ahooper@cybersafesolutions.com

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

Lifars, a Security Scorecard company

Ranell Gonzales
(646) 799-6292
rgonzales@securityscorecard.io

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

Privacy Controls

Maintaining and implementing a robust privacy policy, including employee training, benefits organizations both for legal compliance and for customer satisfaction.

BlackOps Partners

T. Casey Flemming
(281) 500-7888
cflemming@blackopspartners.com

CyberSafe

Austin Hooper
(631) 230-5102
ahooper@cybersafesolutions.com

Designed Privacy

Doug Kreitzberg
(610) 241-9434
doug.kreitzberg@designedprivacy.com

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

GoBox

Donn Greiner
(210) 204-7956
dgreiner@altaworx.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Lifars, a Security Scorecard company

Ranell Gonzales
(646) 799-6292
rgonzales@securityscorecard.io

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

M&A Review and Vendor Controls

Organizations can face a heightened exposure when integrating a new enterprise in to their network or when looking to bring new third party vendors in to their environment.

BlackOps Partners

T. Casey Fleming
(281) 500-7888
cfleming@blackopspartners.com

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

GoBox

Donn Greiner
(210) 204-7956
dgreiner@altaworx.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Lifars, a Security Scorecard company

Ranell Gonzales
(646) 799-6292
rgonzales@securityscorecard.io

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

Patching, Pen-Testing and Vulnerability Scans

The basic elements of Cyber hygiene can improve both productivity and security.

Corvid

Elizabeth Coakley
(704) 799-6944 ext. 199
Elizabeth.coakley@corvidtec.com

CyberSafe

Austin Hooper
(631) 230-5102
ahooper@cybersafesolutions.com

Cybir

Tim Walters
(267) 566-4168
tw@cybir.com

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

Domain Administrator Group Hardening

A compromise of credentials of any member of the domain administrator group can cause system-wide damage.

Corvid

Elizabeth Coakley
(704) 799-6944 ext. 199
Elizabeth.coakley@corvidtec.com

Kroll

Cristin Sinnott
(212) 833-3373
Cristin.sinnott@kroll.com

Cybir

Tim Walters
(267) 566-4168
tw@cybir.com

Lifars, a Security Scorecard company

Ranell Gonzales
(646) 799-6292
rgonzales@securityscorecard.io

Fortress SRM

Peter Cavrell
(440) 268-3141
pcavrell@fortressrm.com

Tracepoint

Mike Makowka
(703) 232-0730
Mike.Makowka@tracepoint.com

Law Firms with Cyber Expertise

USI has enlisted the following law firms to help our clients address their legal needs including developing compliant incident response plans, M&A plan and vendor contract reviews.

Spencer Fane LLP

Shawn Tuma
(972) 324-0317
stuma@spencerfane.com

Fisher Broyles, LLP

Stuart A. Panensky
(609) 454-2451
stuart.panensky@fisherbroyles.com

Cyber Risk Assessment

USI has enlisted the following firm to help our clients quantify their exposure to be renewal ready.

Second Sight

Jeff Kibler
(855) 438-6946
jeff.kibler@second sight.ai

Privileged Access Management

Privileged Access Management (PAM) principles are one of the most significant security approaches for enterprises, protecting sensitive access across the organization.

BeyondTrust

Kalyn Kolaski

706-386-4924

kkolaski@beyondtrust.com

APPENDIX IV: TERRORSAFE PROGRAM



June 23, 2023

PARTNERSHIP FOR COMMERCIAL INSURANCE & RISK MANAGEMENT
**USI TERRORSAFE PLUS
PROGRAM**

THE USI  ONE ADVANTAGE[®]
www.usi.com



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Executive Summary

USI's proprietary ThreatSafe program provides broad-based insurance protection for terrorism and violence-based malicious acts. The government backed terrorism scheme/backstop only covers harm done with religious, political or ideological motives. Most malicious acts do not have such motives

CONTROL



COST



COVERAGE



Why is it Important

- Government-backed terrorism coverage is extremely limited; and has never paid a loss since its inception in 2002
- [Active shooter incidents in 2021 increased 52.5% from 2020, and 96.8% from 2017¹](#)
- Nearly 2 million workers are victims of workplace violence every year²
- Social/political unrest resulting in riots and civil commotion can cause property damage and interruption to business operations



Impact and Benefits to Clients

- The financial cost of a terrorism event or workplace violence event can easily exceed \$250,000
- Deductibles as low as \$0 for many coverage offerings, and up to 25% premium savings vs government-backed insurance
- Crisis Response Services provided by a leading specialist risk and business intelligence firm

¹<https://www.fbi.gov/file-repository/active-shooter-incidents-in-the-us-2021-052422.pdf/view>

²<https://www.osha.gov/sites/default/files/publications/factsheet-workplace-violence.pdf>

USI TERRORSFE PLUS PROGRAM

Solution Overview

PROVIDES market leading COVERAGE, including TERRORISM, ACTIVE ASSAILANT, AND WORKPLACE VIOLENCE



Competitive pricing
Up to \$500 million limit



Broad coverage



Offers multiple coverage options, allowing for a customized solution



Deductible as low as \$0



No government certification as required by TRIA



Includes denial of access, loss of attraction, and threat

Program Capabilities

Expanded Coverage



TerrorSafe™

Provides property insurance for terrorism acts without government-related triggers, with optional liability coverages



Active Assailant

Coverage for business interruption due to an active assailant event (or threat) within 2 ½ miles of an insured location



Workplace Violence

Enhances protection for your employees by covering Psychiatric & Counseling Care, Rehabilitation Expenses & Temporary Security Measures



Crisis Prevention & Response Services

Crisis Prevention & Response Services provided by a leading specialist risk and business intelligence firm included at no additional cost



Extended Terrorism Coverage Options

Additional Property and Liability Coverages for terrorism-related perils

Reduced Cost



Premium Savings

Up to 25% savings, our program evaluates your risk characteristics vs. standard market which charges against property premium which can be affected by wildfire, hurricane & flood exposures



Deductibles as low as \$0

For many of our coverage offerings, you can elect to have deductibles as low as \$0, eliminating out of pocket expenses due to a loss

USI TERRORSAFE PLUS PROGRAM

USI TerrorSafe Plus Program Highlights

Core Areas of Improvement:



Broader coverage



Limits



Uninsured or Underinsured Events

TerrorSafe Program Highlights	USI TerrorSafe Plus Program	Traditional Approach	Financial Impact
Standard Coverage Enhancements			
Broad Definition of Terrorism	Broadest in Market	Narrow Definition under TRIA	Losses in excess of \$1,000,000
Client selected retention	Deductible as low as \$0	Loss must exceed \$5M to trigger TRIA	Up to \$5,000,000
Premium based on exposure	Account pricing based on location and vulnerability	TRIA based on percentage of property premium	\$15,000 – \$250,000 premium difference
Additional Crisis Management Coverage Options Available and Priced Separately			
Active Assailant	Addresses impact to businesses from active shooter events	Not offered under TRIA or Standard Terrorism Cover	Impact to business from shutdown which can exceed \$250,000
Loss of Attraction	Business Interruption coverage requiring no damage to trigger coverage	Can be purchased separately under most stand-alone Terrorism covers	In excess of \$100,000 plus forensic accounting fees
Threat	Business Interruption for a known threat of Terrorism	Excluded from Terrorism covers	Evacuation impact and public relations costs exceeding \$50,000
Auto Terror Product	Option to include these events in the definition of Terrorism	Not included in the standard definition of Terrorism	First and Third-party liability in excess of \$150,000
Chemical, biological, radiological, and nuclear	Pricing based on threat assessment	Excluded under TRIA and all Terrorism Covers	Policy limit
Workplace Violence	Coverage not based on Terrorism	Not offered under TRIA or Standard Terrorism Cover	\$250,000 + Cost associated with business shutdown and employee counseling
Crisis Prevention Response	Addresses both pre-loss and post-loss costs	Excluded under all Terrorism covers	Broad application with costs exceeding \$100,000

TerrorSafe™

USI's proprietary TerrorSafe product

The Terrorism Risk & Insurance Act (TRIA)¹ was enacted to backstop insurers but has fallen short of providing tangible coverage

Standard Market/TRIA



Provides property coverage for terrorism acts through a government-backed program (TRIA) established after 9/11; which requires **both**:

- Certification by the Secretary of the Treasury of a terrorism act; **and**
- \$200,000,000 of property & liability loss for said terrorism act

USI's Approach



Provides property insurance for terrorism acts without the requirement for both government-related triggers to be met

Why It Matters



*Despite ~1,000 domestic terrorism acts² each year, the Secretary of Treasury has **never** certified an act of terrorism; rendering coverage null and void through standard insurance products*

EXAMPLE

A radical militant environmental group attacked four car dealerships setting fire to one dealership and defacing dozens of SUVs at others by painting pollution-related rhetoric on the vehicles. The damage to the vehicles exceeded \$1,000,000. This claim would be covered by TerrorSafe™, but a standard property policy with terrorism coverage may not cover this as it would not have met either threshold to trigger coverage.

¹ Terrorism Risk Insurance Act of 2002; H.R. 3210

² <https://www.fbi.gov/file-repository/fbi-dhs-domestic-terrorism-strategic-report.pdf/view>

Active Assailant

Active Assailant incidents include any hand-held weapon (blades, blunt objects, guns, etc.)

Active shooter incidents in 2021 increased 52.5% from 2020, and 96.8% from 2017¹

Standard Market



Only covers business interruption due to active assailant loss to the extent there is physical damage to an insured location

USI's Approach



Coverage for business interruption from denial of access to your premises due to an active assailant event causing or threatening physical damage or bodily injury within 2 ½ miles of an insured location

Why It Matters



An active assailant event near an insured premises can shut down operations for **days**. An active assailant event at an insured premises can shut down operations for **weeks, or in rare cases, months**

EXAMPLE

A shooting event occurred at shopping mall. Authorities shut down the mall for two days to perform an investigation. A high-end clothing store at the mall suffered \$13,000 of business interruption during the shut down. A standard policy would not have covered the business interruption claim as the clothing store itself was not the target of the shooting event; nor was there any physical damage to property as a result of the shooting event. USI's Active Assailant would have covered a claim in this scenario.

¹<https://www.fbi.gov/file-repository/active-shooter-incidents-in-the-us-2021-052422.pdf/view>

Workplace Violence (WV) and Stalking Threat

Focuses on the Psychological Costs (vs. Bodily Injury) Following a Violent Event in the Workplace

Workplace Violence can include Customer-Employee, Employee-Employee, Employee Personal Relationship, or Criminal Violence

Standard Market



Workers' compensation will only cover medical expenses and loss of income due to injuries sustained in a workplace violence incident

USI's Approach



Enhances protection for your employees by covering:

- Psychiatric & Counseling Care
- Rehabilitation Expenses
- Temporary Security Measures

Why It Matters



Survivors of workplace trauma may need months, years or even decades of therapy costing tens or hundreds of thousands of dollars

EXAMPLE

In 2022, a technology company implemented a reduction in force plan, laying off 20% of their full-time workforce. A disgruntled ex-employee returned the following week brandishing a gun and threatening the remaining staff. While nobody was physically injured during this incident, several employees needed counseling for the trauma they experienced. The total cost of counseling exceeded \$22,000

Crisis Prevention and Response Services

Our claims handling is backed by a leading crisis management firm who have handled thousands of crisis cases

Crisis Prevention



Pre-Event Training

Specific and actionable guidance on crisis management structure and plans to facilitate faster and more effective responses to potential terrorism/active assailant/workplace violence occurrences



Crisis Response



Access to 24/7 hotline for immediate access to a crisis management team for incident notification, management and triage



Addresses costs to train employees and post-event costs related to counseling, business interruption, reputation damage etc.

\$5,000-\$50,000 +

of service value included at no additional cost

Extended Terrorism Coverage Options

Additional Property and Liability Coverages for terrorism-related perils



TERRORISM LIABILITY

Legal defense expenses and indemnification for liability arising out of acts of terrorism



LOSS OF ATTRACTION

Protects your business from reduction in income for up to six months due to an act of terrorism or active assailant event at your premises or within 600 feet of your premises



CHEMICAL, BIOLOGICAL RADIOLOGICAL NUCLEAR (CBRN)

Property and Liability coverage due to the blast/detonation of a CBRN weapon including:

- Decontamination and clean-up costs;
- Demolition and Debris Removal;
- Denial of Access; and
- Business Interruption



THREAT OF MALICIOUS ACT

Business interruption (up to two weeks) following evacuation, prevention of access or lockdown by governmental authority due to threat of a malicious/terrorist act

Optimizes Coverage Not Provided by TRIA/Standard Market

Active Assailant Response

TRIA/Standard Coverage

Coverage excludes any losses related to Active Assailants

This coverage must be purchased separately

USI's Approach

Option to purchase first and third-party coverage for these exposures for an additional premium

Coverage for both actual and threatened events

Financial Impact

\$250,000 +

For Property Damage, Business Interruption, and Liability related to an event at or near a covered location

[Coverages](#)

[Next Steps](#)

Optimizes Coverage Not Provided by TRIA/Standard Market

Threat of Terrorism

TRIA/Standard Market



The “threat” of an event does not trigger coverage whether Terrorism or any malicious act

USI's Approach



Option to purchase coverage for this exposures for an additional premium

Financial Impact



\$50,000 +

For Business Interruption related to an event threat including Evacuation and Public Relations

← Coverages

Next Steps →

Optimizes Coverage Not Provided by TRIA/Standard Market

Auto Terror Protect

TRIA/Standard Market



Coverage excludes any costs associated with a terrorist event involving vehicles

USI's Approach



Option to purchase coverage for this exposures for an additional premium

Financial Impact



\$150,000 +

First and Third-Party coverage available for this increasing threat

← Coverages

Next Steps →

Optimizes Coverage Not Provided by TRIA/Standard Market

Workplace Violence

TRIA/Standard Market



Coverage excludes any costs associated with a workplace violence event whether deemed Terrorism or a sole assailant

Standard market limited on WC/GL for events

USI's Approach



Option to purchase coverage for this exposures for an additional premium

Financial Impact



\$250,000 +

First and Third-Party coverage available for this increasing threat

← Coverages

Next Steps →

Optimizes Coverage Not Provided by TRIA/Standard Market

Crisis Prevention and Response

TRIA/Standard Market



Coverage excludes any costs associated with either pre-event training or post-event expense impact

USI's Approach



Option to purchase coverage for pre-event training and post-event costs

Financial Impact



\$100,000 +

Addresses costs to train employees and post-event costs related to counseling, business interruption, reputation damage etc.

← Coverages

Next Steps →

USI TERRORSAFE PROGRAM

Premium Comparisons

CLIENT 1**Ft. Lauderdale, FL, Habitational Portfolio**

TRIA Pricing – \$30,000

TerrorSafe Pricing – \$15,000

CLIENT 2**San Jose, CA, Office Complexes**

TRIA Pricing – \$160,000

TerrorSafe Pricing – \$100,000

CLIENT 3**Charleston, SC, Hotels**

TRIA Pricing – \$22,000

TerrorSafe Pricing – \$12,000

Certain Zip Codes Will Impact Pricing

USI TERRORSAFE PROGRAM

Base Coverage TerrorSafe vs. TRIA

USI TerrorSafe
Broad Definition of Terrorism
Client determined retention
Premium based on exposure
Insurers with claim paying experience

TRIA/TRIPRA
No event defined as Terrorism since program inception
Certified act must exceed \$100M to trigger coverage
Premium is % of account premium
No claims experience

USI TERRORSAFE PROGRAM

Enhanced Coverage TerrorSafe vs. TRIA

USI TerrorSafe
Covers Nuclear, Biological, Chemical, Radiological \$1,000,000 +
Loss of Attraction/Denial of Access Non-damage Business Interruption \$150,000 – \$1,000,000
Active Shooter Response \$100,000 – \$500,000
Debris Removal \$250,000 – \$1,000,000

TRIA/TRIPRA
Excluded under Property therefore excluded under TRIA \$0
Not covered \$0
Not covered \$0
Not covered \$0

NEXT STEPS



Conduct USI TerrorSafe Analysis

- Obtain statement of values
- Determine coverage required (i.e., NBCR, Loss of Attraction)
- Determine Lines of Coverage to include (Property, Business Interruption, WC)



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APPENDIX V: USI INSURANCE AND PRODUCERS LICENSE

California Department of Insurance

USI INSURANCE SERVICES, LLC

License # 0G11911

DBA: BANYAN ADMINISTRATORS, INC.
DBA: USI CALIFORNIA INSURANCE SERVICES, LLC

Pursuant to the requirements of the State of California Insurance Code,
USI INSURANCE SERVICES, LLC is authorized to act in the following capacity:

License

Insurance Producer

Qualifications

Accident & Health or Sickness
Administrator
Casualty
Life
Property
Surplus Lines Broker
Travel

Effective Date

04/29/2008

Expiration Date

04/30/2024

06/17/2008

04/29/2008

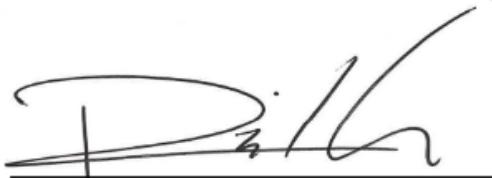
04/29/2008

06/17/2008

04/29/2008

04/29/2008

04/30/2014



Ricardo Lara, Insurance Commissioner



California Department of Insurance

BARBARA GOODWIN

License # 0A06710

Pursuant to the requirements of the State of California Insurance Code,
BARBARA GOODWIN is authorized to act in the following capacity:

License

Insurance Producer

Effective Date

12/09/1991

Expiration Date

05/31/2024

Qualifications

Casualty

Property

Special Lines Surplus Lines Broker

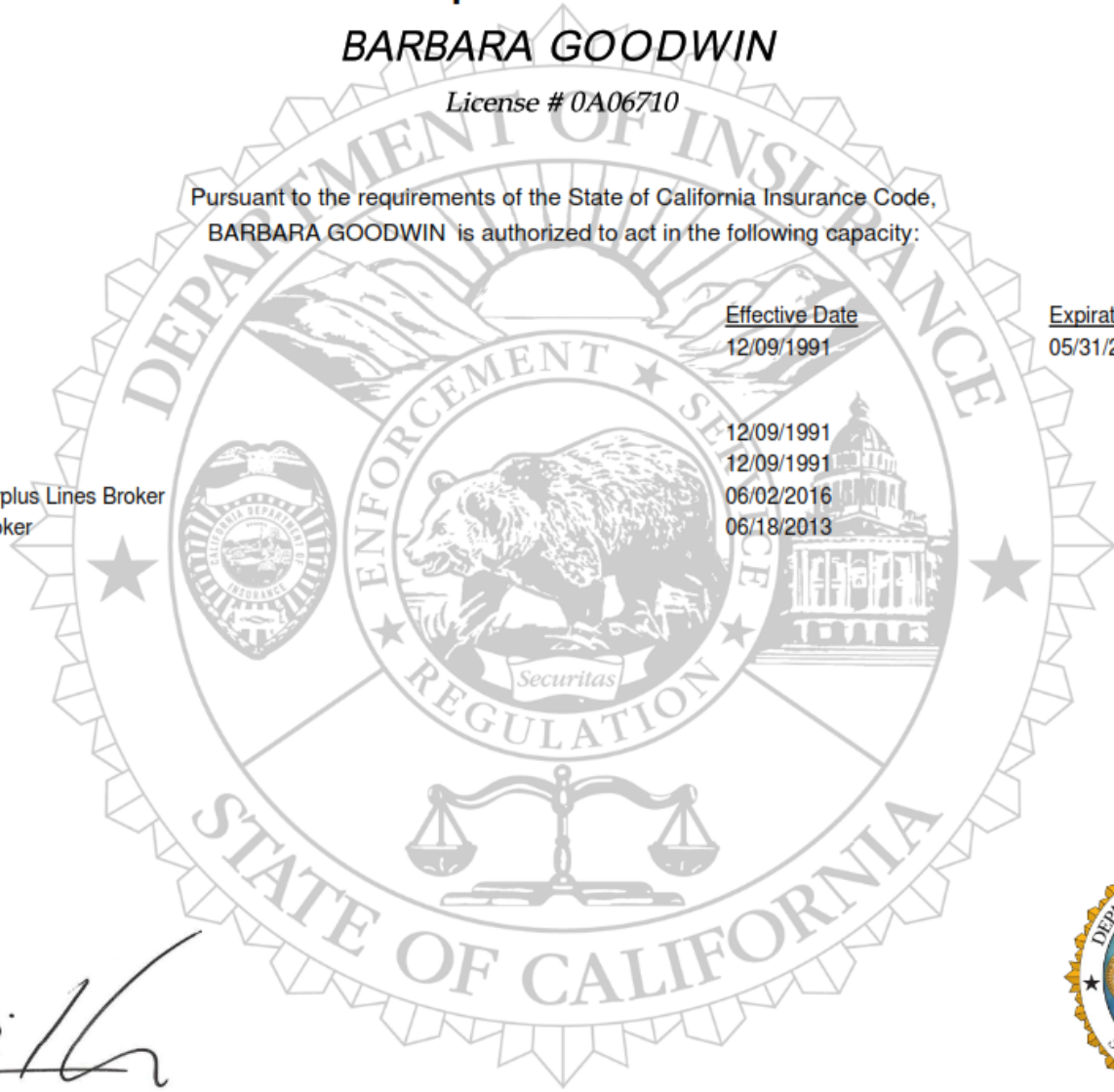
Surplus Lines Broker

12/09/1991

12/09/1991

06/02/2016

06/18/2013



Ricardo Lara, Insurance Commissioner



APPENDIX VI: CERTIFICATE OF ERRORS AND OMISSIONS INSURANCE

Attached are USI Insurance Certificates for Errors and Omissions insurance. As requested, we provided the Insurance Certificates for all coverages required by the Agencies in a separate file uploaded on Bonfire.

Name of Firm USI Insurance Services LLC

Signature of Officer: 

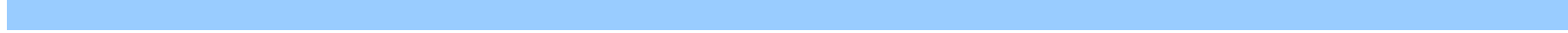


Section A						
Type of Brokerage Services	Annual Price for Year One	Annual Price for Year Two	Annual Price for Year Three	Annual Price for Year Four	Annual Price for Year Five	One 2-year Extension Option*
Renewals	\$40,444	\$40,444	\$41,252	\$41,252	\$42,077	\$85,838
Administration	\$14,274	\$14,274	\$14,560	\$14,560	\$14,851	\$30,296
Consultation/ Risk Management	\$46,629	\$46,629	\$47,562	\$47,562	\$48,513	\$98,966
Adjusting	\$16,653	\$16,653	\$16,986	\$16,986	\$17,326	\$35,345
Totals	\$ 118,000.00	\$ 118,000.00	\$ 120,360.00	\$ 120,360.00	\$ 122,767.00	\$ 250,445.00

Section A Grand Total Firm-Fixed Price \$ 599,487.00



Section B - On-Call Services						
Type of Brokerage Services	Hourly Rates for Year One	Hourly Rates for Year Two	Hourly Rates for Year Three	Hourly Rates for Year Four	Hourly Rates for Year Five	Hourly Rates for 2-year Extension
Contract Manual	\$175	\$175	\$180	\$180	\$185	\$190
RRPL Manual	\$175	\$175	\$180	\$180	\$185	\$190
Addl Risk Contrc	\$175	\$175	\$180	\$180	\$185	\$190
Risk Mgmt	\$175	\$175	\$180	\$180	\$185	\$190





October 16, 2023

TO: Board of Directors, Peninsula Corridor Joint Powers Board (Caltrain)

FM: Matt Robinson & Michael Pimentel, Shaw Yoder Antwih Schmelzer & Lange
Mike Robson, Edelstein Gilbert Robson & Smith LLC

RE: **STATE LEGISLATIVE UPDATE – November 2023**

General Update

The Legislature adjourned the first year of the two-year 2023-24 Legislative Session for its interim recess on September 14. The Governor had until October 14 to act on any bills sent to his desk in the final weeks of the session. In the first year of the Session, the Legislature sent Governor Newsom over 1,000 bills, with 890 signed and 156 vetoed. The Legislature will return to Sacramento on January 3 to convene the second year of the 2023-24 Legislative Session. When the Legislature returns, their actions will be subject to the 2024 Legislative Calendar, which is now available [here](#).

Update on State Budget Implementation

As you know, the FY 2023-24 Budget Act included [SB 125 \(Committee on Budget and Fiscal Review\)](#), which imposes new accountability and reform requirements on regions and their transit agencies to access the \$5.1 billion in funds authorized under AB 102 (Committee on Budget). SB 125 requires the California State Transportation Agency (CalSTA) to adopt final guidelines by September 30 that provide greater structure and specificity to these accountability and reform requirements.

On September 29, following a month of public review and comment, CalSTA adopted [final SB 125 guidelines](#). These guidelines will govern access to the General Fund-supported Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program. AB 102 appropriated \$4 billion in General Fund support to the TIRCP over the next two fiscal years as well as \$1.1 billion in Greenhouse Gas Reduction Fund and Public Transportation Account support to the Zero-Emission Transit Capital Program (ZETCP) over the next four years. Of this total, the Metropolitan Transportation Commission is set to receive approximately \$1.2 billion.

Governor Newsom Appoints Laphonza Butler to Complete Senator Feinstein's Term in U.S. Senate

On October 1, Governor Gavin Newsom announced the selection of Laphonza Butler to complete the United States Senate term of the late Senator Dianne Feinstein, which runs through 2024.

With her selection to the Senate, Butler will step down from her current role as president of EMILY's List. Prior to joining EMILY's List, Butler ran political campaigns and led strategy efforts for numerous companies, organizations, and elected leaders — including for Vice President Kamala Harris and Secretary of State Hillary Clinton.

Butler also has a distinguished history as a labor leader. She served as the president of the largest labor union in California — SEIU Local 2015; president of SEIU United Long Term Care Workers; SEIU’s Property Services Division Director; SEIU International Vice President; and president of the SEIU California State Council.

Butler was the former director of the Board of Governors of the Los Angeles branch of the Federal Reserve System. In 2018, she was appointed to the University of California Board of Regents by Governor Jerry Brown, where she served until 2021. She served in various other roles, including as a board member for the National Children’s Defense Fund, BLACK PAC, and the Bay Area Economic Council Institute, and as a fellow for the MIT Community Innovators Lab.

Final Outcome - Bills with Positions / of Interest

SB 410 (Becker) Powering Up Californians Act – SUPPORT

This bill would require the California Public Utilities Commission to establish, by September 30, 2024, reasonable average and maximum target energization time periods to facilitate connecting new customers and upgrading the service of existing investor-owned utility (IOU) customers to the electrical grid. SB 410 would also require the IOUs to take the necessary steps in their annual distribution planning processes to prepare the grid for the anticipated transportation and building electrification demand as needed to meet “state decarbonization goals and federal, state, regional, and local air quality and decarbonization standards, plans, and regulations.” This includes requiring IOUs to report on workforce needs to comply with SB 410 and hire accordingly, directing IOUs’ future grid planning to align with, and meet, federal, state, regional, and local decarbonization and air quality goals, standards, and regulations; and providing aid to IOUs in the form of a balancing account that will allow for cost recovery of associated investments. ***Signed by Governor.***

SB 532 (Wiener) Bridge Toll Increase for Transit Operations – WATCH

This bill, as currently drafted, would temporarily raise tolls on seven state-owned bridges in the Bay Area by \$1.50 for five years, generating approximately \$180 million annually. SB 532 would direct this revenue to the Metropolitan Transportation Commission to help eligible transit operators avoid service cuts and maintain operations and to transform transit service pursuant to MTC’s adopted Transit Transformation Action Plan, or to make specific safety, security, reliability, or cleanliness improvements. SB 532 is co-authored by a group of lawmakers, including Senators Cortese and Becker, and Assembly Members Haney, Ting, Lee, Bonta, and Wicks. ***This is a two-year bill.***

SB 747 (Caballero) Surplus Lands Act – WATCH

This bill, along with AB 480 (Ting), amends the Surplus Lands Act in numerous ways to address concerns raised by stakeholders. As it relates to public transit agencies, the bill reflects numerous changes brought forward by the California Transit Association. Specifically, this bill will include a definition of “disposal” which will include both sales and leases, and includes an exemption for certain leases that don’t result in the demolition or construction of structures to be continued without going out to bid. The bill also clarifies several exempt parcel definitions, such as the ability to exchange easements with adjacent parcel owners and the disposal of parcels that are under a certain size. Finally, perhaps most important, the bill creates a path for transit agencies to develop parcels for commercial or industrial uses if certain conditions are met, mainly an agency has an adopted land-use plan that commits a certain percentage of land to affordable housing. This was a significant change as transit agencies were the only agencies prohibited from commercial development. ***Signed by Governor.***

AB 463 (Hart) Electricity: Prioritization of Service: Public Transit Vehicles – SUPPORT

This bill would provide transit agencies with priority access to electricity when facing grid disruptions

caused by natural or man-made disasters, rolling blackouts, utility company “Public Safety Power Shutoffs” (PSPS), and increasing demand on California’s electrical grid. **This bill was held in the Assembly Appropriations Committee.**

AB 480 (Ting) Surplus Lands Act – WATCH

This bill, along with AB 480 (Ting), amends the Surplus Lands Act in numerous ways to address concerns raised by stakeholders. As it relates to public transit agencies, the bill reflects numerous changes brought forward by the California Transit Association. Specifically, this bill will include a definition of “disposal” which will include both sales and leases, and includes an exemption for certain leases that don’t result in the demolition or construction of structures to be continued without going out to bid. The bill also clarifies several exempt parcel definitions, such as the ability to exchange easements with adjacent parcel owners and the disposal of parcels that are under a certain size. Finally, perhaps most important, the bill creates a path for transit agencies to develop parcels for commercial or industrial uses if certain conditions are met, mainly an agency has an adopted land-use plan that commits a certain percentage of land to affordable housing. This was a significant change as transit agencies were the only agencies prohibited from commercial development. **Signed by Governor.**

AB 557 (Hart) Open Meetings: Local Agencies: Teleconferences – SUPPORT

Beginning on January 1, 2024, this bill would extend the existing teleconferencing/remote-meeting authority that can be used when a declared state of emergency is in effect and would also extend the period for a legislative body to make the required findings related to the continuing state of emergency and social distancing from 30 days to 45 days after the first teleconferenced meeting, and every 45 days thereafter, in order to continue to meet. **Signed by Governor.**

AB 610 (Holden) Free Student Transit Passes – WATCH

This bill would, upon appropriation of moneys by the Legislature, create the Student Transit Pass Pilot Program for the purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free student transit passes to persons attending public educational institutions, and persons 18 years of age or younger, providing free transit service to holders of those passes, and administering and participating in the program. Grants would be awarded based on the aggregate enrollment of students at eligible educational institutions within the county served by those transit agencies. The bill would authorize a transit agency to submit a grant application in partnership with one or more public educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare free program. **Two-year bill.**

AB 761 (Friedman) Transit Transformation Task Force – WATCH

This bill would require the Secretary of the California State Transportation Agency, on or before July 1, 2024, to establish and convene the Transit Transformation Task Force to include representatives from the department, the Controller’s office, various local agencies, academic institutions, nongovernmental organizations, and other stakeholders. The bill would require the task force to develop a structured, coordinated process for early engagement of all parties to develop policies to grow transit ridership and improve the transit experience for all users of those services. The bill would require the secretary, in consultation with the task force, to prepare and submit a report of findings based on the task force’s efforts to the appropriate policy and fiscal committees of the Legislature on or before January 1, 2025. **This bill was fully incorporated into SB 125 and will not move forward as a policy bill.**

AB 817 (Pacheco) Brown Act - Advisory Bodies – WATCH

This bill provides a narrow exemption under the Brown Act for non-decision-making legislative bodies to participate in meetings via teleconferencing outside of a declared state of emergency without posting

the physical location of members or requiring a quorum to be present at a meeting location. **Two-year bill.**

AB 1377 (Friedman) Homelessness Funding Considerations – SUPPORT

Existing law establishes the Homeless Housing, Assistance, and Prevention (HHAP) program for the purpose of providing jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address homelessness challenges focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. Existing law provides for the allocation of funding under the program to continuums of care, cities, counties, and tribes. This bill would require applicants of the HHAP program to provide quantifiable data to the Interagency Council on Homelessness (ICH) about the steps the applicant has taken to improve delivery of housing, assistance, and similar services on transit facilities and within a transit district's jurisdiction to people experiencing homelessness. ***Signed by Governor.***

ACA 1 (Aguiar-Curry) Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval.

This constitutional amendment would lower the necessary voter threshold from a two-thirds supermajority to 55 percent to approve local general obligation bonds and special taxes for affordable housing and public infrastructure projects. **This measure was passed by the Legislature and will be on the November ballot.**

Caltrain Federal Report September - October 2023

Congressional Update

Congress Avoids Government Shutdown with 45-Day CR

- On September 30, Congress passed a 45-day continuing resolution (CR) to prevent a government shutdown after the House failed to pass a CR with conservative priorities. The bill includes a three-month extension of the Federal Aviation Administration (FAA) and \$16 billion for disaster relief. Notably, it does not include border security provisions that many conservatives sought but were ultimately unsuccessful in incorporating.
- Many in Washington believed the government would shut down after Speaker Kevin McCarthy (R-CA) could not strike a deal with the conservative House Freedom Caucus on spending. Rep. Matt Gaetz (R-FL) and other McCarthy critics voted down several spending bills, including a CR full of conservative policies that the Democrat-led Senate was sure to reject.
- With a day left before a government shutdown, McCarthy put forth and passed a CR to maintain current spending levels. House Republicans, especially McCarthy, are adamant that Congress lowers federal spending by cutting funding from some domestic programs. These conversations will likely escalate as Congress nears the 45-day mark and attempts to avoid a shutdown.

House Speaker Update (as of October 18)

- On October 10, the House votes 218 to 208 to depose Rep. Kevin McCarthy (R-CA) as House Speaker. This is the first time in U.S. history that a House Speaker has been removed.
- House Republicans initially nominated House Majority Leader Steve Scalise (R-LA) for Speaker; however, Scalise withdrew due to not having enough votes within the Republican Caucus.
- During the week of October 10, House Republicans worked to nominate a new Speaker, and Rep. Jim Jordan (R-OH) became the nominee.
- On October 17 and 18, the House conducted additional votes on Speaker of the House. On the 17th, Jordan was 20 votes short, and on the 18th, he was 22 votes short.
- On October 25, Rep. Mike Johnson, a Republican of Louisiana, won election as the new Speaker.
- Johnson received the support of all 220 Republican members in attendance, surpassing the 215-vote total that was required to win. All 209 Democrats voted for Rep. Hakeem Jeffries, the party's House leader.

House T&I Committee Holds Hearing on DOT Oversight

- On September 20, the House Transportation and Infrastructure (T&I) Committee conducted a six-and-a-half-hour hearing with Department of Transportation (DOT) Secretary Pete Buttigieg to allow members to ask related to stakeholder perspectives on the implementation and progression of numerous DOT policies and programs with a specific focus on those funded by the Infrastructure Investment and Jobs Act (IIJA). The hearing provided insight into how DOT is working to mitigate the effects of inflation in the transportation sector, increase access to funding opportunities to rural and underserved communities, and utilize federal funding to increase transportation infrastructure nationwide.
- While the committee members generally agreed on the importance of improving transportation infrastructure in the United States, many disagreements arose regarding the success of existing programs and the most efficient allocations of funding necessary to support development. Secretary Buttigieg assured Representatives that DOT is committed to effectively distributing federal funds for critical infrastructure projects. He urged Congress to pass legislation to further expand the Department's authorities and resources and highlighted the need to prevent a government shutdown, which would halt many advancements being made in the transportation sector.
- Several members raised railroad safety, and Buttigieg responded with a request for the House to move rail safety legislation similar to the Senate bill. He also said that Congress must increase the statutory ceilings on per-incident safety violations to provide a financial incentive for the railroads to comply with stricter safety guidelines.
- Overall, the hearing emphasized the importance of efficiently and successfully utilizing funding from the IIJA to develop and support programs that bolster existing infrastructure, as well as contribute to long-term advancements in the sector as a whole. Members discussed the importance of improving a wide range of transportation needs in local communities while also combatting rising economic and national security concerns, and Secretary Buttigieg reaffirmed his commitment to serving the needs of the American citizens through improving safety and efficacy in the coming decade.

Administration Update

FHWA Distributes FY 2024 Highway Formula Funding to States:

- The week of October 2, the Federal Highway Administration (FHWA) distributed \$61 billion in highway formula funding to the state DOTs and the District of Columbia.
- The state of California will receive a total of \$5.712 billion for FY 2024. This includes \$574.8 billion for the Bridge formula program and \$81.7 for the National Electric Vehicle Infrastructure (NEVI) formula program.

Biden-Harris Administration Issues Back State Authority for Infrastructure Reviews with New EPA Rule

- On September 14, the Biden-Harris Administration issued a [final rule](#) increasing states' authority to block infrastructure projects if there are water quality concerns. This rule reversed a [Trump-era regulation](#) that made it more challenging for states to block new projects, and is part of the Biden Administration's efforts to promote clean energy infrastructure facilities.
- This final rule specifically widens states' scope of consideration to include the overall impacts of a project (including those related to construction and operations), as opposed to just direct discharges. It also extends the length of time states have to consider applications to a six-month review period following a pre-filing meeting projects must have with states.

FRA Finalizes Rule Requiring Cameras on Passenger Trains

- On October 12, the FRA said it is finalizing a rule requiring the use of cameras on all passenger trains. The final rule goes into effect on Nov. 13.
- The final rule requires the installation of inward and outward-facing cameras and recording devices on all lead locomotives on passenger trains, a requirement that was mandated by Congress in 2015 as part of the surface transportation reauthorization. The recording devices must remain operational when the controlling locomotive is in motion and any data captured must be retained for at least 12 hours in crash-proof storage.

Round-Up of Open Grant Opportunities

- [Rail Vehicle Replacement Program](#). \$197 million available. All applications due by December 18.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: Board of Directors

Through: Michelle Bouchard, Executive Director

From: Sam Sargent, Director, Strategy and Policy

Subject: **Metropolitan Transportation Commission (MTC) / Regional Update**

<input type="checkbox"/> Staff Coordinating Council Reviewed	<input type="checkbox"/> Finance Committee Recommendation	<input type="checkbox"/> Technology, Operations, Planning, and Safety Committee Recommendation	<input type="checkbox"/> Advocacy and Major Projects Committee Recommendation
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Purpose and Recommended Action

The Metropolitan Transportation Commission (MTC) provides planning, funding, coordination, and technical assistance to cities, counties, transit agencies, and other partners to bring the region together. The California Legislature created MTC in 1970 to plan and provide a cohesive vision for the Bay Area’s transportation system. This item is for the reading file only.

Discussion

MTC is actively considering several key policy and funding decisions that affect Caltrain, and staff wants to ensure the Joint Powers Board (JPB) is apprised of these discussions and other items with regional impact.

Budget Impact

No budget impact.

1. Major Project Advancement Policy (MAP) and Transit and Intercity Rail Capital Program (TIRCP) Framework

As presented to MTC committees and the Commission in September and October, the Bay Area was allocated \$1.2 billion in state funds that can be used for either transit capital or operating needs over the next four years: **\$770 million** in TIRCP funds and **\$400 million** in Zero-Emission Transit Capital Program (ZETC) funds.

On October 25, MTC approved the allocation of \$725 million in TIRCP funds to two Bay Area megaprojects: \$375 million for the VTA BART Silicon Valley Phase II project and \$350 million to the BART Core Capacity Program. **\$45 million** will be allocated for FY2024-25 transit operations, which Caltrain strongly advocated for.

<i>In \$ Millions</i>					
Project	MAP Endorsement for TIRCP Augment 1	Actual TIRCP Augment 1 Awards	Delta	MAP Endorsement for TIRCP Augment 2	Draft TIRCP Augment 2 Rebalance
Peninsula Corridor Electrification Project	\$300	\$367	\$67	\$0	\$0
BART Core Capacity Program	\$250	\$250	\$0	\$350	\$350
BART to Silicon Valley Phase II	\$450	\$375	(\$75)	\$300	\$375
Caltrain Downtown Extension (The Portal)	\$60	\$60	\$0	\$0	\$0
Valley Link	\$40	\$25	(\$15)	\$0	\$0
Transit Operations - TBD	\$110	\$109	(\$1)	\$150	\$45
Total	\$1,210	\$1,186	(\$24)	\$800	\$770

Revised MAP/TIRCP Endorsement Table

2. Short-Term Transit Financial Plan and Distribution of Emergency Operating Funds

MTC presented an emergency funding distribution plan for transit operators with fiscal cliffs. In determining allocations for each transit operator, MTC staff attempted to standardize select operator performance metrics. However, MTC staff did not standardize ridership assumptions for regional and fare-dependent systems like Caltrain.

Under the MTC plan, all operators would receive less funds than what they identified as their funding needs. Caltrain would receive \$0 in FY24/25 and \$25M in FY25/26. A 24-percent reduction from the \$33M requested for FY25/26.

The FY24/25 allocation is scheduled for action at the November 15th MTC meeting. MTC staff also proposed to revisit the proposed FY25/26 allocation next year and finalize in 2025. Caltrain generally supports the MTC plan but will continue to work closely with MTC staff to ensure that FY25/26 funding is available to address Caltrain’s future operating deficits.

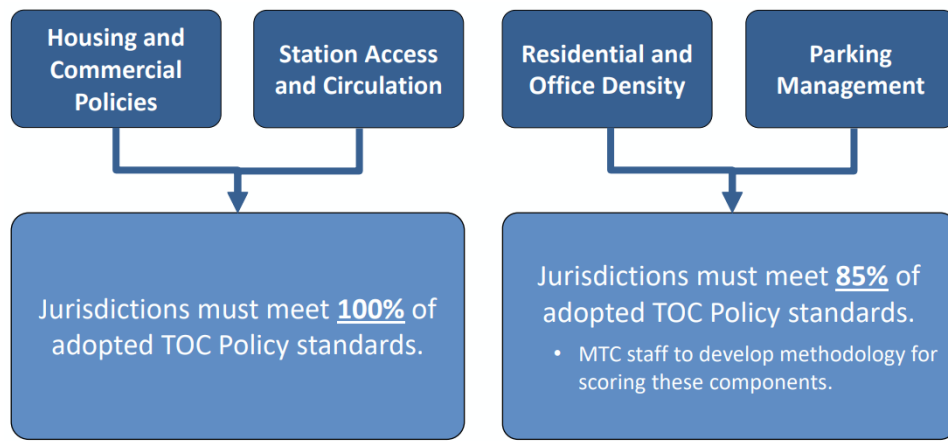
3. Transit Oriented Communities (TOC) Policy Revision and Compliance Discussion

Adopted by MTC on September 28, 2022, the TOC Policy is focused on land use, housing, parking management, complete streets, and multimodal access to housing. The policy applies to the half-mile area around existing and planned fixed guideway transit stops and stations (i.e., regional rail, commuter rail, light rail, bus rapid transit, and ferries).

At the September 8, 2023, MTC Planning Committee meeting, MTC staff requested feedback on draft TOC Policy Administrative Guidance, to better explain how compliance works for local jurisdictions and whether the policy applies to transit extension projects (as opposed to new transit investments).

Two amendments to the adopted TOC Policy were approved by MTC on October 25:

- i. Clarify Application to Transit Extensions: addition of a phase-in period to give local jurisdictions until 2026 to comply with the TOC Policy before it is considered in evaluating transit extension projects.
- ii. Definition of TOC Policy Compliance: MTC staff developed a two-pronged approach to local jurisdiction compliance:



Caltrain staff supports the TOC Policy goals, recognizing the nexus of housing and commercial density, and transit ridership. The railroad will continue to monitor the rollout of the TOC Policy to limit risk to regional transit operator projects from local jurisdiction land use decisions beyond Caltrain’s control.