



JPB Advocacy and Major Projects Committee  
Meeting of November 29, 2023

Supplemental Reading File

<u>#</u>	<u>Subject</u>
1	MTC Regional Monthly Update
2	JPB Agreement 21-J-P-018 with JBR Partners Inc_Final

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: Advocacy and Major Projects Committee  
Through: Michelle Bouchard, Executive Director  
From: Sam Sargent, Director, Strategy and Policy  
Subject: **Metropolitan Transportation Commission / Regional Update**

Finance Committee  
Recommendation

Technology, Operations,  
Planning, and Safety  
Committee  
Recommendation

Advocacy and Major  
Projects Committee  
Recommendation

**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**

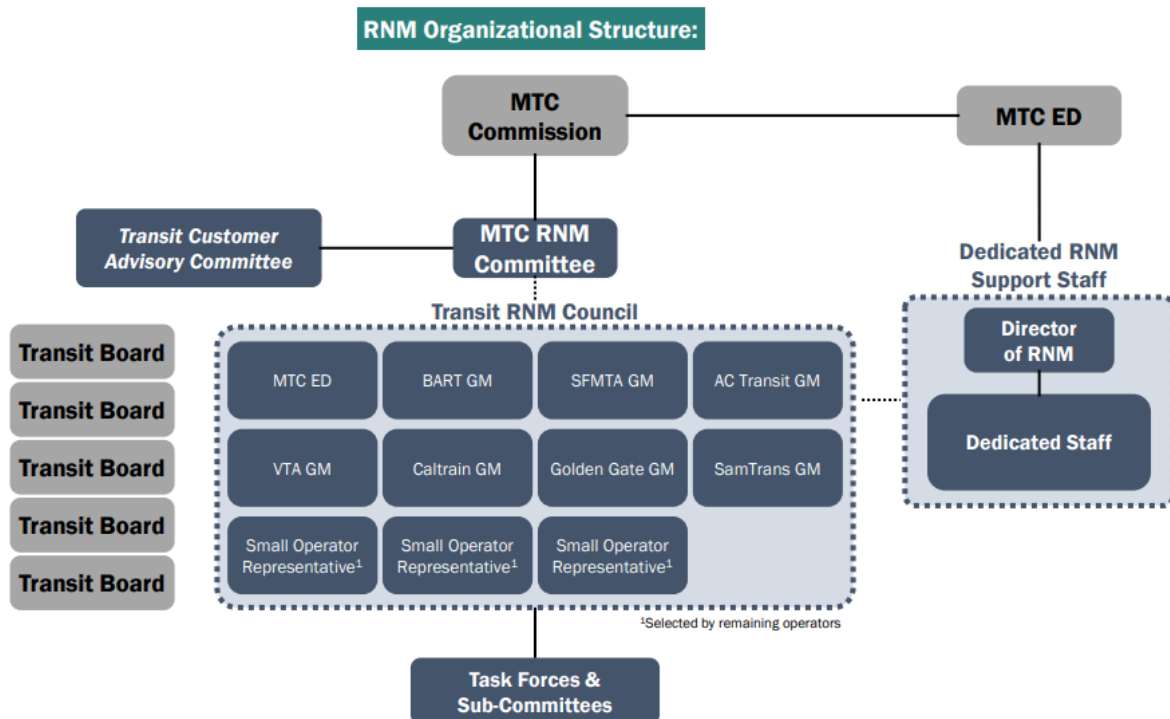
MTC is actively considering several key policy and funding decisions that affect Caltrain, and staff wants to ensure the Joint Powers Board (“JPB”) is apprised of these discussions and other items with regional impact.

**Budget Impact**

No budget impact.

**1. First Regional Network Management (RNM) Council Meeting**

On November 27, the RNM Council met for the first time. This body is composed of 10 transit operator general managers, including Executive Director Michelle Bouchard, and MTC Executive Director Andy Fremier. A reminder that the RNM Council provides executive guidance on regional transit policies and implementation plans to the RNM Committee, which is composed of MTC commissioners.



The RNM Council elected officers and received an informational briefing from MTC RNM Director Melanie Choy, focused on the RNM Council Charter (“Charter”) and draft RNM Council Workplan (“Workplan”). The Charter memorializes what the RNM Council is, how it conducts meetings and takes votes, and attempts to better define the relationship between the RNM Council and other entities, like MTC and transit operator boards. The relationship between the RNM structure and transit operator boards is particularly important to Caltrain and executive staff will continue to press for more clarity on this topic as the Charter and Workplan are finalized.

The draft Workplan has been developed by MTC and transit operator staff, with much of the content based on the Transit Transformation Action Plan (“TAP”). A reminder that the TAP is a 27-action item plan that was developed by the MTC-convened Blue Ribbon Transit Recovery Task Force between 2020 and 2021. Executive Director Bouchard was a member of the Task Force.

The draft Workplan (and TAP) groups the regional activities into five areas: (1) fares and payment; (2) customer information, including wayfinding; (3) transit network planning and management; (4) accessibility; and (5) new funding.

Fares & Payment	Customer Information	Transit Network	Accessibility	Funding
<ul style="list-style-type: none"> <li>Clipper START</li> </ul> <p>Currently overseen by the Fare Integration Task Force:</p> <ul style="list-style-type: none"> <li>+ <b>Clipper BayPass launch and expansion (e.g. for major events)</b></li> <li>No-cost/reduced-cost interagency transfers</li> <li>Refine vision for common fare structure for regional transit</li> </ul>	<ul style="list-style-type: none"> <li>Prototypes and pilots for regional mapping &amp; wayfinding signage</li> <li>Availability and reliability of regional real-time transit data</li> </ul> <ul style="list-style-type: none"> <li>+ <b>Strategic/cohesive communications</b></li> <li>+ <b>Coordinated customer experience surveys</b></li> </ul>	<ul style="list-style-type: none"> <li>Transit priority implementation (e.g., BusAID)</li> <li>Regional Transit Priority Policy</li> <li>Transit 2050+ project performance assessment and network concepts</li> </ul>	<ul style="list-style-type: none"> <li>Standardize paratransit and Clipper RTC eligibility practices</li> <li>Improve regional paratransit trips through one-seat ride pilot programs, improved cost-sharing, and enhanced transfer policies</li> </ul>	<ul style="list-style-type: none"> <li>+ <b>Develop strategies to fully fund TAP initiatives</b></li> <li>Ongoing advocacy for funding</li> </ul>

Because Caltrain has been actively involved in the development of the Charter and Workplan, staff are supportive of the current drafts. Caltrain has been firm with MTC on the need for Key Performance Indicators and a Workplan schedule with dates certain. Without measurable outcomes for RNM, the legitimacy of this operator-focused effort will be negatively impacted.

The RNM Committee will receive a briefing on these documents at their **Friday, December 8** meeting, with the RNM Council taking actions at the **Monday, December 18** meeting.

## 2. Regional Short-Term Transit Financial Plan and Proposed Distribution of Emergency Operating Funding (MTC)

At the November 15 MTC meeting, commissioners approved an emergency operating funding plan for transit operators with fiscal cliffs. In determining this allocation, MTC standardized certain transit operator metrics, which led to all operators receiving less funds than their identified funding needs. Ridership assumptions were not standardized, which impacted fare dependent systems such as Caltrain.

Under the MTC-approved plan, Caltrain will receive \$0 in FY24-25 and \$25 million in FY25-26. Caltrain requested \$33 million for FY25-26, when the railroad’s operating deficit begins, but like most operators received a smaller allocation. A reminder that Caltrain’s projected deficits are: \$33.4 million in FY25-26, \$57.7 million in FY26-27, and \$57.5 million in FY27-28.

Amounts are reported in millions

Confirm in 2024 Revisit in 2025

	FY 23-24	FY 24-25	FY 25-26	Total (\$)	Total (%)
SFMTA	\$0	\$99	\$209	\$309	40%
BART	\$0	\$58	\$294	\$352	45%
AC Transit	\$0	\$4	\$29	\$33	4%
Caltrain	\$0	\$0	\$25	\$25	3%
Golden Gate Transit	\$0	\$3	\$38	\$41	5%
Other Operators	\$0	\$5	\$10	\$14	2%
Regional Network Management	\$0	\$2	\$0	\$2	0%
<b>Bay Area Total</b>	<b>\$0</b>	<b>\$171</b>	<b>\$605</b>	<b>\$776</b>	<b>100%</b>

Numbers may not sum due to rounding.

The approved emergency operating funding distribution is as follows:

Caltrain staff will provide the JPB with updated operating gap figures in early 2024, including updates on the cost of electrified service and maintenance, and projected ridership post-electrification. As part of Caltrain's financial projections, the ridership growth estimate is 20% in the first year of electrification and 10%-15% for the next 5 years.

Caltrain recommended that our San Francisco, San Mateo, and Santa Clara County MTC commissioners support this action item. Caltrain staff recognizes that there are not enough resources to cover all Bay Area operator's needs. The railroad will continue to work closely with MTC staff and commissioners to ensure the availability of the \$33 million needed to cover the FY25-26 deficit.

### 3. Regional Transportation Revenue Measure Update (MTC)

At the November 3 MTC Legislation Committee meeting, MTC staff provided an update on the potential 2026 regional transportation ballot measure. The focus was on focus areas, guiding principles, funding priorities, and revenue options:

- **Focus Areas:** (1) stabilize transit funding; (2) make transit faster, safer, and easier to use; and (3) enhance mobility and access for all.
- **Draft Guiding Principles:** (1) advancing equity, (2) advancing the state's goal of carbon neutrality by 2045, (3) adaptability, and (4) cohesiveness, to maximize regional impact and easily communicate a ballot measure to the public.
- **Funding Priorities:** (1) transit operations, (2) transit transformation including fare integration, mapping and wayfinding, ambassador programs, etc., (3) Main Streets, meaning multimodal roadway improvements, and (4) climate resilience.
- **Revenue Options:** (1) sales tax, (2) income tax, (3) parcel tax, (4) corporate head tax, (5) payroll tax, and (6) road usage charge, or Vehicle Miles Traveled (VMT) fee.

MTC staff will return to the MTC Legislation Committee on **Friday, December 8** to present a final ballot measure concept as an action item, followed by MTC action on **Wednesday, December 20**. After that, MTC and other regional partners (including transit operators) will advance authorizing legislation during the 2024 legislative session for a 2026 measure.

Executive Director Bouchard, with twelve other general managers, signed on to a letter addressed to MTC Legislation Committee Chair David Canepa supporting the continued work to secure new transit operating funds. The letter noted that the region's shortfall will reach \$750 million per year beginning in FY26-27. Advocacy and action are needed in the near-term to prevent long-term damage to the Bay Area's transit operators and customers.

### 4. Caltrain – BART Consolidation Rumors

Over the past month, the idea of a BART-Caltrain consolidation has been raised by a handful of MTC commissioners and members of the BART board. The idea surprised Caltrain staff

and likely Board Members. Caltrain staff have continued to seek clarity from MTC as to rationale of such a major restructuring of transit operator governance. Neither BART nor MTC reached out to Caltrain to discuss this topic directly. Caltrain has noted to MTC commissioners the recently completed a lengthy governance process with SamTrans.

Having achieved a negotiated solution, Caltrain and our member agencies are in the early stages of implementing that agreement. Stability improves recruitment and retention and keeps the agency-focused on delivering our operations and capital projects such as Electrification in Caltrain's three Measure RR-contributing counties. This is not the time for further lengthy and disruptive governance processes.

Caltrain is committed to MTC's ongoing efforts to advance RNM, which is the agreed upon venue for transit operators and MTC to implement the Transformation Action Plan and create a more seamless customer experience. Any sub-regional effort on Caltrain consolidation is a distraction. This topic has the potential to further divide the region at a time when collaboration and unity are needed to work on making progress on rider facing initiatives and building support for a regional funding measure.

Prepared By: Sam Sargent

Director, Strategy and Policy

650-730-6223

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AGREEMENT BETWEEN  
THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)  
AND  
JBR PARTNERS, INC. (CONSULTANT)

**AGREEMENT SUMMARY\***

**Board of Directors' Date of Award: August 5, 2021**

**Resolution Number: 2021-43**

**Effective Date of Agreement:**

**Five-Year Term from August 18, 2021 through August 17, 2026**

**Services to be Performed (Section 1): On-Call Ambassador Services**

**Consultant's Key Representative (Section 4):**

**Name: Solomon So**

**Title: Field Supervisor**

**Email: [ss@jbrpartners.com](mailto:ss@jbrpartners.com)**

**Phone: (650) 464-5267**

**Address: 1333 Evans Avenue,  
San Francisco, CA 94124**

**Compensation (Section 5): The not to exceed amount of \$557,513**

\*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

This AGREEMENT for on-call ambassador services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and JBR Partners, Inc. (CONSULTANT), a California Corporation located at 1333 Evans Avenue, San Francisco, CA 94124 (“the Parties”).

**1. SCOPE OF SERVICES**

This is an Agreement to provide on-call ambassador services. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement and in accordance with the Work Directive process set forth in Exhibit C. 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 on-call ambassador 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.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Proposals dated March 8, 2021, the Scope of Services of which is attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT’s written proposal dated April 7, 2021, attached hereto and incorporated herein as Exhibit B.

**2. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

This Agreement including Attachment A Insurance Requirements

- (1) Exhibit A, Scope of Services
- (2) Exhibit A-1, Sample Ambassador Post-Outreach Feedback (Evaluation) Form
- (3) Exhibit B, CONSULTANT’s Proposal including negotiated cost.
- (4) Exhibit C, Work Directives
- (5) Exhibit D, SBE Consultant’s Form

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will 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 (5) year term commencing upon August 18, 2021 and ending on August 17, 2026 . The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement and perform all other work, if any, described in the Solicitation Documents.



It is understood that the term of the Agreement are subject to the AGENCY's right to terminate the Agreement in accordance with Section 23 of this Agreement.

**4. CONSULTANT'S REPRESENTATIVE & KEY PERSONNEL**

At all times during the term of this Agreement, Solomon So, Field Supervisor will 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 AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person who will possess similar qualifications and experience for this position.

Key Personnel:

Name	Title
James Bryant	CEO & Project Director
Solomon So	Field Supervisor
Emilia Flin	Field Supervisor

**5. COMPENSATION**

The CONSULTANT agrees to perform the services to be specified in each Work Directive. Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in Exhibit B.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guaranteed compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed five hundred fifty seven thousand five hundred and thirteen dollars (\$557,513) plus a \$150,000 contingency, which may be used at the Agency's discretion if necessary for unforeseen work only. The AGENCY will pay the CONSULTANT in accordance with Section 6.

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.

**6. MANNER OF PAYMENT**

The CONSULTANT must submit monthly 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 21-J-P-018, , Work Directive number and the AGENCY Project Manager's name, Simon Oh. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY will provide written notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to [AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)

**7. NOTICES**

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager, Simon Oh 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 will 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 AGENCY:	Board Secretary Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070
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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: JBR Partners, Inc.  
Attn: Solomon So  
1333 Evans Ave.  
San Francisco, CA 94124

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 will 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, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will 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 will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will 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 AGENCY. The CONSULTANT agrees to execute any additional documents that 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 AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will 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, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY's Executive Director or designee.

**10. USE OF SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, 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 will be solely responsible for reimbursing any subconsultants and the AGENCY will have no obligation to them.

**11. CHANGES**

The AGENCY 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 will 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 AGENCY 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 will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will 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 AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in non-payment of the invoices reflecting such work.

**12. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (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 defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

**13. INSURANCE**

Refer to Attachment A appended hereto, for the Insurance Requirements.

**14. CONSULTANT'S STATUS**

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

**15. ASSIGNMENT**

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

**16. GOVERNMENTAL AGENCIES**

Not Applicable

**17. AGENCY WARRANTIES**

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

**18. AGENCY REPRESENTATIVE**

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

**19. WARRANTY OF SERVICES**

**A.** CONSULTANT warrants that its on-call ambassador services will be performed in accordance with the standards of practices of comparable ambassador services firms at the time the services are rendered.

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

**i.** The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

**ii.** 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 AGENCY that it has undertaken said re-performance.

**iii.** The right to terminate the Agreement for default.

**C.** CONSULTANT will be responsible for all errors and omissions and is expected to pay for all ambassador services work as a result of errors and omissions.

**20. CLAIMS OR DISPUTES**

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY'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 will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence unless it has given the AGENCY due written notice of a potential claim. The potential claim will 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 AGENCY, such notice will be given to the AGENCY 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 will 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 will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT 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 claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

**21. REMEDIES**

In the event the CONSULTANT fails to comply with the 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 contract retentions, and termination of the Agreement in whole or in part.

**22. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY 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 will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY 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 will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY 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.

**23. TERMINATION**

**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.

**24. LIQUIDATED DAMAGES**  
Not Applicable



**25. PREVAILING WAGE**

Not Applicable

**26. 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 will permit the AGENCY, the State Comptroller, and their authorized representatives to inspect, examine, take 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 will also provide such assistance as may be required in the course of such audit. The CONSULTANT will 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 AGENCY'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 AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

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

The CONSULTANT will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT will 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 will obtain the same assurances from its joint venture partners, subcontractors, 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 AGENCY deems appropriate.

During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

In connection with the performance of this Agreement, the CONSULTANT shall 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 CONSULTANT shall 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 shall 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 further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**29. SMALL BUSINESS ENTERPRISE**

**Monthly Electronic and Other Reporting Requirements.** The CONSULTANT is required to report payments to all subcontractors, sub-consultants, suppliers, manufacturers, and truckers (Subcontractors) 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 Subcontractors. The CONSULTANT and every Subcontractor will receive payment notifications via email. The CONSULTANT must report a payment made to Subcontractor(s) within five days of an email notification. The Subcontractor(s) must confirm receipt of payment from the CONSULTANT within five days of email notification and this requirement must be included in CONSULTANT's subcontracts.

It is the CONSULTANT's responsibility to ensure that

Subcontractor(s) confirm payments in the System in accordance with the requirements set forth above. CONSULTANT must submit any and all reports required by the Office of Civil Rights (OCR). A final report, as directed by OCR, must be submitted prior to final payment to CONSULTANT.

### **31. CONFLICT OF INTEREST**

**A. General.** Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by California law that govern AGENCY'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 AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will 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 AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY 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.

**Organizational Conflicts of Interest.** CONSULTANT will 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 AGENCY; 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 will 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 will provide the AGENCY 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, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will 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 AGENCY 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 will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will 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 AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

**32. SUBSTANCE ABUSE PROGRAM**

Not Applicable

**33. 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 AGENCY, 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 AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY 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 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.

CONSULTANT 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 or in this Agreement. If CONSULTANT 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.

**34. 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 will recover reasonable attorneys' fees, in addition to all court costs.

**35. WAIVER**

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

**36. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will 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 will remain in full force and effect.

**37. NO THIRD PARTY BENEFICIARIES**

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

**38. APPLICABLE LAW**

This Agreement, its interpretation, and all work performed under it will 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 AGENCY.

**39. RIGHTS AND REMEDIES OF THE AGENCY**

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

**40. BINDING ON SUCCESSORS**

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

**41. ENTIRE AGREEMENT; MODIFICATION**

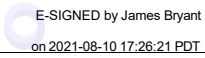
This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a 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:**

**JBR PARTNERS, INC.**

Signature:  \_\_\_\_\_

Signature:  \_\_\_\_\_

Print: Michelle Bouchard

Print: James Bryant

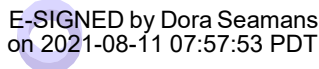
Title: Acting Executive Director

Title: CEO

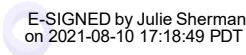
Date: August 11, 2021

Date: August 10, 2021

**ATTEST:**

By:  \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Attorney for the Agency

## **ATTACHMENT A-INSURANCE REQUIREMENTS FOR THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)**

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 maintains 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 \$2 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 AGENCY. Prior to beginning work under this Agreement, CONSULTANT shall provide the AGENCY'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 **\$2 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 **\$2 million** per occurrence or claim and a general aggregate limit of at least **\$2 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 **\$2 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 AGENCY, 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, Including Network Security, Privacy & Media Insurance.**

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the Peninsula Corridor Joint Powers Board and having minimum limits of liability of **\$2 million** per claim or occurrence and **\$2 million** annual aggregate. The policy shall include coverage for all services and work performed under this Agreement. Such policy shall contain cyber risk coverages, including network and internet security liability coverage, privacy coverage and media coverage.

**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, 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 affected by the Peninsula Joint Powers Board.

**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 the Peninsula Corridor Joint Powers Board as an Additional Insured shall not in any way affect AGENCY'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 AGENCY 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 AGENCY'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 AGENCY 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](mailto: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 AGENCY's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or canceled.

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](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

##### **2. Acceptable Insurers.**

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

##### **3. Self-insurance.**

Upon evidence of financial capacity satisfactory to the AGENCY and CONSULTANT's agreement to waive subrogation against the AGENCY 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 AGENCY 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 claims-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.
- 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 AGENCY. 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 AGENCY 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, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

## **EXHIBIT A-SCOPE OF SERVICES**

### **A. Overview**

The Peninsula Corridor Joint Powers Board (AGENCY) requires on-call ambassador services from JBR Partners, Inc. (CONSULTANT) to support the AGENCY's outreach efforts relating to operations, promotions, special event service, construction work and long-term assignments.

The CONSULTANT shall have sufficient knowledge of local transit networks involving or similar to the Peninsula Joint Powers Board and Caltrain, experience in public engagement with diverse constituencies and multi-lingual capabilities.

AGENCY will partner with the CONSULTANT's team able to provide outreach services that ultimately serve to enhance the customer experience of Caltrain customers. By providing such services, the AGENCY expectation is that it will result in positive and improved perceptions among existing customers of services the AGENCY offers and maintain their continued business. Consultant will provide outreach ambassador services as further described in this Scope of Services (SOS).

### **B. Requirements**

Consultant must follow and meet the core requirements listed below to perform the scope of services:

1. Possess or develop knowledge of local transit services and their surrounding issues (e.g., use of route network, communities served, common customer sentiments, etc.)
2. Provide assistance with assignments ranging from in-person (e.g., construction project-affected neighborhoods, street fairs) to virtual (e.g., videoconferencing systems, text messaging-based feedback programs).
3. Deploy Ambassadors to assist the general public in assignments at major public events, construction work, streets fairs, parades, crises and emergency-related circumstances.
4. Carry out work under varying conditions. (e.g., weather, location, operations). As warranted, AGENCY may provide guidance on how CONSULTANT can proficiently carry out their duties under special circumstances (e.g., acquiring permits, safety trainings).
5. Staff, supervise, train and administer the Ambassadors. Provide training for Ambassadors including classroom and in-field instruction, as required.
6. Respond to AGENCY's outreach requests within 24 hours of first contact. Schedule of assignments can fluctuate based on the needs of the AGENCY.
7. Provide Ambassadors fluent in multiple languages for Limited English Proficiency (LEP) customers including but not limited to Cantonese, Mandarin and Spanish (three most commonly spoken languages among the riding public in our service area). LEP needs also depend on the particular assignments.

8. Provide services in a professional manner and in appropriate attire, to the satisfaction of the AGENCY.
9. Distribute information on schedule changes; Caltrain stations, transit centers and other locations with large passenger traffic.
10. Provide appropriate communication material and equipment (e.g., tables, chairs, tents) to Ambassadors. AGENCY will supply branded equipment (e.g., tablecloths, signage).
11. Provide supplemental services to assist AGENCY's communications and operations, including the placement of informational and directional signage.
12. Communicate with the AGENCY's Ambassador Coordinator to report incidents, conditions or situations that may need attention.
13. Utilize a reporting and feedback system created by AGENCY to document all Ambassador reporting and interactions.

### **C. Tasks**

Consultant will perform the following tasks:

1. Meet with AGENCY's officials, generally via teleconference (e.g., phone and web-based conferencing platforms), to discuss assignments and details requiring outreach ambassador services. This includes but is not limited to the overall timeline from the start of the assignment's lifecycle to its end.
2. Types of outreach ambassador assignments include (not all-inclusive):
  - i. Operations (e.g., fare changes, schedule changes, service changes)
  - ii. Promotions (e.g., school events, community fairs)
  - iii. Special event service (e.g., major-league sports events, large-scale public events such as Bay to Breakers)
  - iv. Construction work (e.g., projects impacting commuters and communities)
  - v. Planning (e.g. ECR Congestion Impact Study)
3. Attend training to learn basic information specific to the service Caltrain and type of outreach needed. Training needs and time will depend on requirements of each assignment.
4. Make arrangements for obtaining materials necessary for outreach assignments.
5. Identify and assign designated locations to conduct agreed-upon work, engaging with riding public and gathering any relevant data.
6. Generate a document with guidelines and expectations relative to the work at stake. This ensures ambassadors know how to fully meet their commitments for each assignment.
7. Conduct outreach ambassador work as discussed in preliminary correspondences and outline in the aforementioned document.
8. Report back findings to the Project Manager electronically and/or through post-outreach meetings.

## **D. Deliverables and Consulting Service**

Once the AGENCY has identified need for outreach, Consultant shall provide the following deliverables in written reports where applicable to AGENCY's Project Manager within four business days of conclusion of outreach work. Reports should address these deliverables, as outline below:

### **Deliverables**

1. Assessment of work performed and value of work to the public.
2. Did the work performed meet the guidelines and expectations as listed on the document generated during the preliminary phase of the assignment?
3. Any observations recorded from the assignment including numbers of people engaged, specific feedback from the public, operational conditions among other factors?
4. Did the work perform help to enhance customer experience among the riding public with the AGENCY?
5. Any opportunities arose from conducting such work that potentially benefits the riding public and AGENCY broadly and equally?
6. Any issues generated from public feedback and observations that the AGENCY must know as means to continually refine their outreach practices?
7. Submit report back to the AGENCY using supplied documentation/format. AGENCY will provide the Consultant with an Ambassador Post-Outreach Report, similar to the one attached in Appendix A-1, for submittal to the AGENCY upon completion of the assignment. AGENCY will maintain all documents submitted by the Consultant for recordkeeping purposes.

### **Consulting Services**

1. Provide consulting service support on an as-needed basis. Opportunities may come in the form of advanced notice or short notice (notifications issued no less than 72 hours prior to start of assignment) for urgent needs (e.g., station closures, detours). All communication will be in writing or involve establishing a paper trail as much as possible.
2. Cost breakdown to include the number of staff, hours and special needs (e.g., translation). Special cost consideration may be necessary for ambassadors needed on short notice.



**APPENDIX A-1, SAMPLE AMBASSADOR POST-OUTREACH FEEDBACK  
(EVALUATION) FORM**

Ambassador Staff Name:

Assignment Name:

Contact Person:

Date: Time: *from* to

Event address:

Travel time from Central to Event:  
*Please note if you started from a location other than Central:*

Did you  Drive  Take Public Transit  Other

**Company/Event location**

1. Was the event within walking distance of (*check all that apply*):
- A SamTrans bus stop
  - A Caltrain Station
  - A Caltrain/SamTrans shuttle stop
  - Another public transit stop (e.g., VTA, Muni, AC Transit)
  - None of the above

**Attendance**

2. How would you describe the atmosphere at the SamTrans/Caltrain Assignment Location?
- Very slow  Moderately slow  Average  Moderately busy  Very busy
3. Estimated number of people who approached Location while you were staffing it:
4. How would you rate attendees' interest level in our services on a scale of one to five?

*Not at all Interested* *Extremely*  
*Interested*

1  2  3  4  5

5. Did the majority of attendees live or work within our service area?

Yes  No  Don't know

6. If you received multiple comments about a specific issue/area, please describe:

### Supplies (if applicable)

7. Please list the timetables, brochures, give-aways and other supplies you brought to the assignment:

8. What items were **most popular** with attendees?

9. How many Clipper applications were given out/picked up:                      Youth                      Senior

10. If you were going to work on this assignment again, would you bring any additional items?

11. Was there a need for information in other languages?

Yes; specify language(s):     No

12. Do you have any suggestions for new giveaways or brochures?

### Assignment Organization

13. Overall, how would you rate the organization of this assignment on a scale of one to five?

*Extremely Poor*                       1                       2                       3                       4                      *Excellent*  
 5

14. Was the contact person readily available at the event?

Yes  No  Don't know

15. Please list other **transit** agencies in attendance:

16. What **other agencies** were in attendance:

17. Was parking provided?

- Yes  No, indicate where you parked: and price of parking \$  
 Not Applicable

18. Was there a place to unload supplies?

- Yes  No

Final Comments

19. Would you recommend that SamTrans/Caltrain attend this assignment again in the future?

- Yes  No

*Why/why not? Please explain:*

20. Any other suggestions or comments?

**EXHIBIT B-COVER PAGE FOR CONSULTANT'S PROPOSAL AND NEGOTIATED COST**

## **EXHIBIT C- WORK DIRECTIVES**

Work Directives (WDs) will be issued to the CONSULTANT at any time during the contract period of performance. Award of WDs will be based on the technical superiority of a CONSULTANT's proposal in response to a WD Proposal Request. Professional Services are to be provided on an as-needed basis throughout the term of the contract and services must be completed within the period specified in the WD.

The Services to be furnished by the CONSULTANT may vary according to the AGENCY'S needs. The actual services to be provided shall be described in specific WDs. Each WD will contain a period of performance specific to the WD. The AGENCY expressly reserves the right to contract for performance of services with other consultant(s). There is no guaranteed minimum level of effort to be expended or compensation to be paid under this RFP.

Organizational conflicts of interest, if any, will be assessed at the WD level. CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under WDs. It is the CONSULTANT's responsibility to assure that no organizational conflicts of interest exist. If the CONSULTANT has a conflict of interest, real or apparent, it will not be allowed to provide services for those projects.

### **A. Issuance:**

As needs arise, the Agency will issue a WD Proposal Request. CONSULTANT is responsible for preparing and submitting a WD Technical and Cost Proposal within **ten (10) calendar days** of CONSULTANT's receipt of AGENCY's request or by the due date as indicated in the specific WD Proposal Request. Upon review, negotiation (if any), and approval by the Agency Project Manager (or designee) of CONSULTANT's WD Technical and Cost Proposal, the AGENCY will issue a WD.

### **B. Amendments and Compensation:**

WDs are governed by the terms and conditions of the contract, and by any other specific terms and conditions identified in the WD. Such additional terms and conditions, if any, will be identified in the WD Proposal Request. Work will be authorized by the Agency through the issuance of a WD.

**Work performed by the CONSULTANT prior to issuance of a WD is understood to be at-risk, and CONSULTANT will not be reimbursed for said work.**

#### WD Amendments:

Any addition to, reduction of, and/or other revision of the scope of services for a WD must be approved by the AGENCY and requires a WD Amendment. A WD Proposal Request (WDPR) for the Amendment will be issued to WD CONSULTANT by the AGENCY. CONSULTANT is responsible for preparing and submitting a WD

Technical and Cost Proposal within **ten (10) calendar days** of CONSULTANT's receipt of AGENCY's request or by the due date as indicated in that specific WD Proposal Request. The AGENCY reserves the right to determine in its sole discretion if completion of the WD amendment is needed. **Performance of work related to additional scope by the CONSULTANT prior to authorization to perform such work by the AGENCY is understood to be at-risk, and CONSULTANT will not be reimbursed for said work.**

#### WD Compensation and Rates:

WD cost will be based on rates established in the underlying contract, and the time and deliverable requirements in the WD. WDs will be issued on a Not-to-Exceed (NTE) basis, depending on the WD scope of services. WD estimated total cost amounts will be negotiated based on estimated labor hours and previously approved Position Title and/or Labor Categories and other rates set forth in CONSULTANT's Cost Proposal per Exhibit B and as set forth in each WD Technical and Cost Proposal. WDs may vary significantly in size. For example, one Work Directive may be for NEPA/CEQA clearance efforts while another Work Directive may be for providing a single support staff person (i.e., environmental specialist) to a project for a limited duration of time.

#### **C. WD Reporting and Invoicing:**

If required by a WD's scope of services, the CONSULTANT shall submit to the AGENCY an Earned Value Report within **seven (7) business days** after the end of the billing period. These reports shall contain the task/sub-task as set forth in the WD and will include, at a minimum, a description of all work performed within the reporting period; and the planned, forecasted, earned and actual costs for the reporting period and cumulative to date. The reporting period shall be identical to the billing period established for the work.

The report shall include a narrative status report containing work accomplished to date and a forecast for work to be completed within the billing period. The narrative report shall note significant milestones achieved. This report shall be supplied to the Project Manager (PM) and shall also be attached to the appropriate corresponding invoice. CONSULTANT is required to submit invoices for services performed no later than **thirty (30) days** after the close of the calendar month in which such costs were incurred. Failure to submit invoices in a timely manner may result in the AGENCY rejecting such invoices.

The report will cover activities performed on all open WDs during the billing period and shall address the following topics:

- Summary of key issues, trends and risks which shall include identification of potential cost/schedule overruns including the reasons for such impact and the mitigation measures proposed. The summary shall also describe any

- outstanding responses that the CONSULTANT has requested from the AGENCY or 3<sup>rd</sup> Party Agency that may potentially impact the cost or schedule of the work;
- Summary of deliverables that includes a table showing original, revised forecast and actual dates for each deliverable. Any actual or revised forecast dates that deviate from the original plan shall be accompanied by an explanation of the causes for such deviations;
  - Identify any WD Proposals or Amendments in process;
  - Identify any out of scope work; and
  - Compare the percent billing to percent work complete.

**D. Meetings:**

The AGENCY and CONSULTANT shall meet quarterly or at a time period as mutually agreed upon to review CONSULTANT's performance under specific WDs and/or the contract.

**E. Agency's Rights:**

Although it is the AGENCY's intention to satisfy its Services needs by contracting with CONSULTANT, the AGENCY's expressly reserves the right to contract for future Services with other firms for projects that may arise. Such Services will be obtained through a separate competitive solicitation, and the AGENCY shall solely determine how such specific projects will be awarded.

**F. Consultant's Key Personnel:**

CONSULTANT shall be responsible for the management of technical and administrative personnel used for each WD. Each WD will identify AGENCY's staff representative as WD Manager and/or Project Manager. CONSULTANT shall be responsible for any errors and omissions and is financially responsible to cover the cost of any and all deficient work resulting from the CONSULTANT's errors and omissions, including re-performance of the work.

**EXHIBIT D, SBE CONSULTANT'S FORM**

As a condition to the award of Contract number 21-S-P-018, Agreement for On-Call Ambassador Services, I, James Bryant, do hereby confirm that JBR Partners, Inc. will be providing on-call ambassador services.

The above services will be provided to San Mateo County Transit District for the agreed-upon not to exceed dollar amount of \$557,513.

I declare under penalty of perjury that the foregoing statement is accurate and true.

**JBR PARTNERS, INC.**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_ James Bryant \_\_\_\_\_

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

Date: \_\_\_\_\_





# REQUEST FOR PROPOSALS FOR PROVISION OF ON-CALL AMBASSADOR SERVICES 21-S-J-P-018

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SAN MATEO COUNTY TRANSIT DISTRICT PENINSULA  
CORRIDOR JOINT POWERS BOARD  
April 7, 2021

**SUBMITTED BY:**

JBR Partners, Inc.  
1333 Evans Ave,  
San Francisco, CA 94124

**COMPANY CONTACT:**

James Bryant  
415-970-9051  
SS@JBRPARTNERS.COM



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April 7, 2021

Linda Tamtum  
Procurement Administrator II  
Contracts and Procurement Department  
San Mateo County Transit District

Dear San Mateo County Transit District:

JBR Partners, Inc. (JBR) is pleased to formally submit our response to RFP for Provision of on-call Ambassador Services 21-S-J-P-018.

JBR is a San Francisco based and DBE-certified firm specializing in providing as-needed community ambassadors. Since 2009, JBR has provided outreach teams to many clients in the public and private industries including the San Mateo County Transit District, Bay Area Rapid Transit, San Francisco Municipal Transportation Agency, San Francisco County Transportation Authority, San Francisco Public Utilities Commission, San Francisco Public Works, and Pacific Gas & Electric Company.

Our professionally trained Ambassadors and Field Supervisors have served Bay Area customers and represented Transit Agencies at many events and programs. Most recently, our Ambassadors were trained and deployed on behalf of SF Covid Emergency Response, Golden State Warriors Chase Center, Transbay Transit Center Reopening, and the SF Muni Senior Free Ride Program. Qualifications are further summarized in the proposal.

JBR's proposed key personnel include the following:

James Bryant, Project Director – 30 years of experience in public outreach and ambassador services.

Solomon So, Field Supervisor - 10 years of experience in public outreach and ambassador services.

Emilia Flin, Field Supervisor - 10 years of experience in public outreach and ambassador services.

JBR is prepared to sign the Sample Agreements provided in Appendix B & B-1 to this RFP. JBR can meet the insurance requirements as set forth in Appendix C, Insurance Requirements. JBR agrees to be bound by this proposal for 180 days from the Proposal due date. JBR confirms no impermissible conflicts of interest.

Thank you for your consideration and we look forward to being a part of this project.

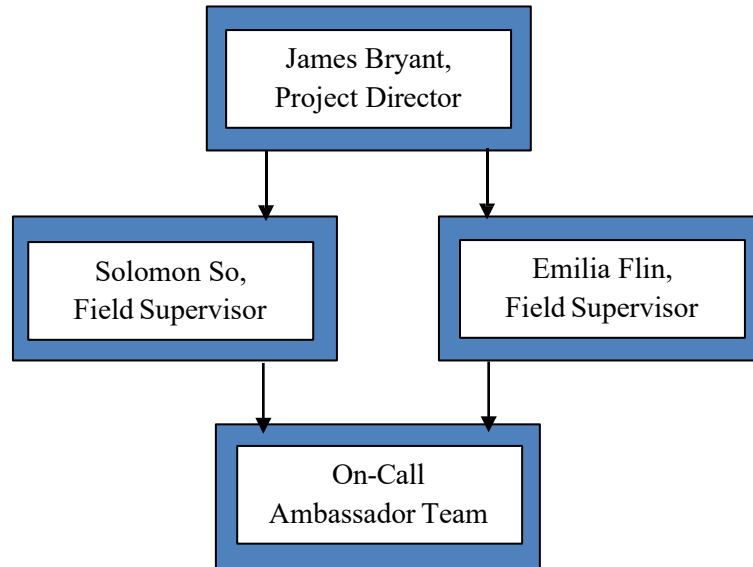
Sincerely,

A handwritten signature in black ink, appearing to read "James A. Bryant", with a long horizontal line extending from the end of the signature.

James A. Bryant,  
CEO

## PROJECT APPROACH

### 1.) Organization Chart



### 2.) Subcontractor

JBR will perform 100% of the contract with its own labor force, therefore JBR does not intend to subcontract any of the services listed in Appendix A, Scope of Services.

### 3.) Contract Management Approach

JBR is experienced with partnering with Public Agencies and is well prepared to meet the deliverables and deadlines post-award. Upon contract approval, JBR will work closely with San Mateo County Transit District to identify requirements, needs, and upcoming tasks. JBR will provide a quote for requested tasks and will remain within budget to meet the agreed upon services. JBR will summarize outreach efforts through records and reports submitted to the San Mateo County Transit District. Procedures and policies will be implemented to further improve communications between JBR and the Agency.

### 4.) Experience, expertise and availability of proposed team

James Bryant, Project Director has over 30 years of experience managing public outreach contracts for public Agencies. Solomon So and Emilia Flin, Field Supervisors have 10 years of experience training, deploying, and supervising outreach teams for public Agencies. Since 2015, JBR's Ambassador team has provided on-call ambassador services to various Bay Area Public Agencies including San Mateo County Transit District, Bay Area Rapid Transit, San Francisco Municipal Transportation Agency, San Francisco County Transportation Authority, San Francisco Public Utilities Commission, San Francisco Public Works, and Pacific Gas & Electric Company.



Estimated Availability dedicated to this RFP:

James Bryant, Project Director – 15%

Solomon So, Field Supervisor – 25%

Emilia Flin, Field Supervisor – 25%

Ambassadors – TBA (On-call. JBR staff will ensure that ambassadors numbers are met as-needed.)

#### 5.) Intended approach to providing the work and tasks

JBR Partners, Inc. (JBR) will develop and maintain a Community Ambassadors Team that will support and represent San Mateo County Transit District Peninsula Joint Powers Board (Agencies) for as-needed projects, programs, and unforeseen emergencies. JBR staff will recruit, train, deploy, and supervise ambassadors.

JBR's goals as an ambassador team is to inform customers, record valuable feedback, and positively represent the agency. We know how important it is for the public to understand Agencies projects and its impacts on communities. Whether stops are being temporarily discontinued due to construction and special events, or the agency is enhancing service through permanent changes – JBR's Ambassadors are ready to assist!

Our training program is designed to provide Ambassadors with an understanding of San Francisco Bay Area's transit system and also highlight the "talking points" for special projects. During major events and programs, JBR has outstanding field staff that are responsible for deploying and supervising ambassadors. We understand the importance of coordinating with Agencies staff, which is why JBR Field Supervisors are always available by phone and on-site for last minute directives and/or emergency situations. Lastly, JBR's Field Supervisors work closely with Agencies Project Managers to discuss project-specifics such as staffing requirements, key messaging, signage, and outreach collateral.

We believe that all of these components are essential to providing high quality ambassador services for Agencies. JBR's approach to each Appendix A task is further described below:

JBR will recruit and employ ambassadors who have knowledge of local transit services. We target individuals who know the area and use public transportation, so they have a good background to understand route network, communities, and common customer issues. We will provide task specific training to ensure that ambassadors are prepared to assist the public.

JBR will maintain a pool of Ambassadors that are ready to staff Agencies events and construction projects within short notice. Recruitment efforts will be conducted throughout the duration of the contract as-needed. JBR's goal is to have at least 12 trained Ambassadors available on its call list at all times.

JBR will deploy Ambassadors based on locations and assignments, which are assigned prior to the event day. Field Supervisor will provide Agencies a list of ambassadors along with contact information (see example below). Deployment procedures start with a team meeting to ensure that all Ambassadors working have a vest, which identifies them as an Agencies Ambassador. All Ambassadors receive a script with messaging specific to their location or bus line. Outreach collateral such as flyers, take-ones, and maps are often distributed. JBR Field Supervisor(s) are monitoring each location and provide additional materials if needed.



Project	Day	Date	Time	Assigned Name	Phone	Start/End Location
J Line	Tue	1/19	2-10pm	Warren Fong	510-388-XXX	Ride J Church Line From Balboa Park
J Line	Tue	1/19	2-10pm	Luiz Valle	415-580-XXX	Glen Park (Diamond and Bosworth)
J Line	Tue	1/19	4pm-8pm	Kathleen Reynold	415-609-XXX	Balboa Park Outbound MC stop
DT	Wed	1/20	3pm-7pm	Melanie Sun	415-630-XXX	Ride 31 Balboa between Van Ness
DT	Wed	1/20	3pm-7pm	David Lowe	415-867-XXX	Sansome/Sacramento - 41 and 30x
DT	Wed	1/20	3pm-7pm	Alina Bailey	415-980-XXX	Mission & Beale & Mission & Spear
DT	Thurs	1/21	3pm-7pm	Melanie Sun	415-630-XXX	Market & Davis

JBR Ambassadors are experienced in working in various conditions. We have provided ambassadors at NBA games, concerts, and conferences at SF Chase Center, which serves over 10,000 customers per event. All of our staff that work at these events must attend and pass a Roadway Worker Protection Training administered by a Transportation Agency.

For major events that require multiple Field Supervisors, JBR Field Supervisors meet before the event to discuss assigned locations and emergency protocol. All JBR Field Supervisors receive a two-way radio that is used to communicate information efficiently between all team members. Previous examples of when JBR Field Supervisors had to quickly act include station closures, major traffic delays, protest activities, and incorrect signage.

For each event, project, or program assigned, JBR will designate a Field Supervisor responsible for supervising all Ambassadors during work hours. The designated Field Supervisor will organize and deploy the ambassadors. If there are any emergencies or communications that require attention, JBR’s Field Supervisor will be Agencies main point of contact. For major events that require outreach teams to be deployed citywide, JBR may assign multiple Field Supervisors to oversee ambassador operations. In this case, Field Supervisors communicate with one another through two-way radios to ensure vital information is shared with the entire outreach team.

JBR will provide classroom training and in-field instruction. For new Ambassadors, there will be an extensive 2 hour training to familiarize new recruits with the Bay Area Transit system (including routes, schedules, types vehicles, fare policies, staff,) JBR Partners’ company policies, expected Ambassador behavior, and safety/in case of emergency protocols. The training consists of a PowerPoint presentation going over all materials followed by role playing of different scenarios representing common Ambassador issues. Ambassadors work in pairs and small groups to practice interactions with different populations (i.e. daily commuters, elderly riders, tourists, Agencies inspectors and operators) and under varying circumstances (i.e. bus stop removal, parade reroute, a violent protest). This helps prepare Ambassadors for the majority of potential situations that may arise. In particular, the Training Program focuses on how safety is JBR’s number one priority. Every Ambassador is well prepared in the event of an emergency and knows to follow the Emergency Protocol (call 911, contact your Supervisor, etc.)

New Ambassador trainings will occur on a monthly basis, or more frequently if demand requires. New Ambassadors are also given a copy of JBR’s “Ambassador Guide” that gives an overview of the Agencies



Transit systems, detailing everything that was covered during training. They are encouraged to memorize the information within the guide or carry it with them while on duty. Every 4 months, all Ambassadors will undergo a one hour remedial training to ensure consistency and quality.

For each new project, there will be a one hour project specific training for Ambassadors to go over the script, locations, and any out of the ordinary procedures. Ambassadors will once again engage in role play of potential scenarios. This ensures that even our most seasoned Ambassadors are up to date on the latest transit news. For one day event style projects, Ambassadors will receive a brief training on the day of their shift.



*JBR Ambassadors meeting with Field Supervisor before Special Event.*

JBR will create a staffing plan to respond to Agencies' outreach requests within 24 hours of contact. JBR's contact information will be provided to Agencies' to ensure timely communication. JBR understands that schedule of assignments fluctuate so JBR will maintain a pool of Ambassadors that are ready within short notice. All of our ambassadors, contact information, and their availability is recorded into a master database.

JBR has a track record of delivering Ambassadors on short notice. At its maximum capacity in 2016, JBR met staffing requirements for three SFMTA projects that required 6 consecutive weeks of full deployment (Monday to Sunday). The J-Line, Super Bowl City, and 14-Mission Muni Forward projects proved that JBR is capable of delivering over 3,000 ambassador work hours over 6 consecutive weeks on short-notice.

JBR has over 7 years of experience providing outreach to LEP (Limited English Proficiency) customers and Community Based Organizations. Bay Area Transit customers are multilingual and the JBR Ambassador team reflects that diversity. Our Ambassadors speak multiple languages including Cantonese, Mandarin, Spanish, Korean, Russian, Tagalog, Vietnamese, Japanese, and Samoan.

JBR is committed to performing services in a professional manner consistent with Agencies standards. Ambassador teams will be closely supervised by Field Supervisor(s). JBR understands that Ambassadors are highly visible to the general public. JBR Ambassadors are trained to avoid confrontation, remain calm, and encourage all feedback from customers. JBR considers the most experienced and professional candidates during the recruitment phase. Those who are selected after the interviews are mandated to participate in the general Ambassadors training. Professionalism is further emphasized at project-specific



trainings before each event and project. Professional attire will be enforced on the day of outreach deployment.

JBR Ambassadors are experienced with distributing outreach collateral at transit stations, stops, centers and even on buses. Ambassadors attend Roadway Safety Trainings to prepare them to work in heavy pedestrian traffic areas.

JBR will provide materials and equipment to Ambassadors, which may include tables, chairs, and tents. We already have this equipment ready to go and can transport it with the company van or truck.

JBR will provide supplemental services to assist Agency communication and operations. We are experienced with placing information and directional signage. We recently posted informational signage for Covid Related Emergency Response. We've also assisted with ramp closure signage for Caltrain.

JBR will regularly check-in with the Agencies Manager to report incidents, conditions or situations that may need attention. Forms of communications may include phone, email, texts, and in-person meetings at the request of the Agencies. General notes are usually reported through email, while urgent needs that require attention are communicated through phone or in-person meetings, and then later documented through reporting.

Upon the completion of each event or project, JBR's Field Supervisor documents and sends an electronic report of all customer feedback and outreach notes to the Agencies Ambassador Coordinator. Ambassadors record customer comments throughout their shifts and provide a copy to the JBR Field Supervisor usually through email, text, or phone. JBR generally ask all Ambassadors to report back the following answers at a minimum: What were the main concerns, complaints, and questions? Was the transit signage accurate? Which bus/transit line was most affected? Were there any major issues? How can we improve our outreach? For projects that require door-to-door interactions, JBR Ambassadors record addresses, business and/or contact name, and other information as-requested by Agencies. Individuals who request to be contacted directly by Agencies are also noted.

#### WD Development and Procedures:

JBR will respond to Agencies' Work Directive Proposal Request by preparing and submitting a Work Directive Proposal that includes an outline of deliverables, deadlines, budget, staffing needs, reporting requirements, training requirements, deployment instructions, field supervision, etc. Work Directive Proposals will be specific to the tasks assigned by the Agencies. JBR will submit Work Directive Proposals in a timely manner as requested by Agencies. Budgets will be based on staff hours needed to complete the deliverables.

#### WD Management Plan and Procedures:

James Bryant, Project Director will oversee quality of the work product. He will work closely with the Agencies Ambassador Coordinator or other Agencies Staff to ensure that deliverables are met in a timely manner and within budget. He will also be responsible for implementing company policies and processes to support the recruiting, training, deploying, and supervision of ambassadors.

JBR Field Supervisors will ensure that the Ambassador needs are met by tracking all deliverables on a spreadsheet and provide reports for all outreach efforts. Field Supervisors will check-in with the Project Director to ensure that all tasks are being completed on time and within budget.





Work Directive Management Plan Communication Process:

1. Agencies issue Work Directive Request including deliverables.
2. JBR Project Director responds to WD Request with a quote including staff hours.
3. Agencies Representatives approves quote and sends JBR Purchase Order or NTP.
4. JBR Director & Field Supervisors meet with Agencies staff to discuss deliverables. Agency will provide a summary of the project/event, required tasks, and clarify any questions or concerns. Any materials or outreach collateral can be exchanged at this meeting.
5. JBR Field Supervisor will recruit and train ambassadors specifically for the task. JBR will ensure that all ambassadors are informed of the “talking points” and have the required materials.
6. JBR Field Supervisor will schedule ambassadors for shifts.
7. JBR Field Supervisor will deploy and supervise ambassadors on the day of outreach.
8. JBR Field Supervisor will send updates, feedback, and outreach reports to Agencies’ Rep.
9. JBR Director will ensure that all deliverables are met and then send an invoice to the appropriate Agency Department. Invoice will include tracking of all staff hours.



## COMPANY QUALIFICATIONS

JBR is a DBE-certified firm that has over 12 years of experience providing as-needed community ambassadors. Since 2009, JBR has provided outreach teams to many clients in the public and private industries including SFMTA, SFCTA, SFPUC, SFDPW, and PG&E. Our professionally trained Ambassadors have served Bay Area customers and represented Public Agencies at major events that have significant impacts on riders. In the past three years, JBR has successfully deployed Ambassadors on behalf of SFMTA for the following projects: Pride Parade, Outside Lands Music Festival, Bay to Breakers, Chinese New Year Parade, E-Line Historic Streetcar Launch, MuniMobile Launch, and many more.

JBR's Project Director, James Bryant has over 30 years of experience in public outreach and ambassador services. JBR's Field Supervisors, Solomon So and Emilia Flin have 10 years of experience in public outreach and ambassador services. All key personnel staff are Roadway Worker Protection Training certified by the San Francisco Transportation Agency.

The organizational chart is on page 3 Project Approach. Our ambassador team ranges from 1 to 50 (most ambassadors we have ever staffed for one project was 50 per day).

JBR's knowledge and experience of local conditions is best supported by our past projects. We have worked on many projects – these are the ones we feel are most similar to this RFP:

### JBR Project 1: Peninsula Corridor Electrification Program – Bay Area Peninsula, CA (2017)

Client: Peninsula Corridor Joint Powers Board

Reference: Alicia Fraumeni, Senior Contract Officer; 650.508.6442; fraumenia@samtrans.com

Budget: \$175,000

Schedule: July 2017 – June 2018

Project Staffing: James Bryant, Solomon So, Emilia Flin

JBR provided ambassador services for the Peninsula Corridor Electrification Program (PCEP) and JPB Capital Program during construction services which require single tracking on the JPB's right-of-way (ROW) from San Jose to San Francisco, in accordance with JPB's.

The Ambassadors provided the public with information and other general assistance. The Ambassadors were trained and knowledgeable about Caltrain services including which platform customers should be on during single tracking conditions and special event details. The Ambassadors interacted with the public and reported maintenance issues. The Ambassadors were trained in customer service and public relations in a manner that promotes the image of Caltrain and the JPB. The Ambassador Program incorporates all "best practices" and were equipped with electronic device(s) to both communicate with appropriate personnel and document maintenance issues and all interactions with the public. The Ambassadors were outfitted with uniform elements provided by the JPB (safety vests with the Caltrain logo).

JBR successfully managed ambassador work schedules and completed all deliverables within budget and on schedule for this project.

### JBR Project 2: Muni Forward Outreach Efforts – San Francisco, CA (2015)

Client: San Francisco Municipal Transportation Agency (SFMTA)



Reference: Lolita Sweet, Public Information Officer; (415) 271-3169; Lolita.Sweet@sfmta.com

Budget: \$100,000

Schedule: February 2015, and February to April 2016

Project Staffing: James Bryant, Solomon So, Emilia Flin



JBR staffed and deployed 40 Community Ambassadors to provide outreach/translation services for multiple Muni Forward Initiatives. Our team distributed over 50,000 educational pamphlets and informed customers of upcoming service changes. The initiative messaging focused on improving service delivery, alleviating crowded buses, and extending lines to new connections. Our goal was to answer questions regarding new routes, destinations, schedules and to record customer feedback for the SFMTA Communications Team.

The challenge was to make the transition of the new bus routes as smooth as possible for riders. JBR's task was to explain the route changes to the general public with a focus on those who are significantly impacted by the changes - specifically seniors, people with disabilities, limited-English speakers, students, etc. The route changes for several major bus lines were significant and required customers to use a different bus to reach their destinations. JBR played a vital role in ensuring that Muni riders were adequately informed and understood how to navigate the new bus routes efficiently.

In order to meet the deadlines and schedule, the JBR team developed an outreach plan and training curriculum. The outreach plan focused on targeting communities that would be most affected by the route changes. Field Supervisors deployed Ambassadors to provide outreach on-board buses and also at key bus stops. The project team identified discontinued bus stops that needed to be monitored by Ambassadors between 7am-7pm. JBR Ambassadors also reported stops where additional signage needed to be posted. After each outreach day, the JBR Field Supervisor would provide a report summarizing ambassador observations and recommendations. During the last days of outreach, the focus was shifted to target key destinations and areas where customers were still confused.

After the transit changes were implemented, JBR did a follow-up effort and surveyed businesses and riders on Mission Street to provide SFMTA with valuable feedback. The language barrier was a key issue on Mission Street, so JBR deployed Spanish-speaking bilingual Ambassadors to support this door-to-door surveying effort. Additionally, Ambassadors on behalf of SFMTA conducted outreach to community-based organizations and schools in the impacted areas.

JBR Field Supervisors provided quality assurance throughout the duration of the project. Two Field Supervisors collaborated to cover all the targeted areas. Ambassadors checked in with their assigned Field Supervisor once at the beginning of their shift and at the end of the shift. After they complete their shift, Ambassadors were expected to complete a survey that identifies customer concerns, questions, and areas of improvement for the outreach team.

JBR collaborated with the SFMTA Project Manager to identify the staffing requirements for this project. JBR submitted a quote based on the staff hours, successfully managed ambassador work schedules, and completed all deliverables within budget and on schedule for this project.



JBR Project 3: Super Bowl City – San Francisco, CA (2016)

Client: San Francisco Municipal Transportation Agency (SFMTA)

Reference: Andrew Shum, Communications Officer; (415) 701-4370; Andrew.Shum@sfmta.com

Budget: \$100,000

Schedule: January 2016 – February 2016

Project Staffing: James Bryant, Solomon So, Emilia Flin

JBR recruited and deployed a team of 50 Community Ambassadors to provide outreach services at Super Bowl City over the span of 3 weeks. The event was held in San Francisco Financial District, which had major impacts on riders, commuters, businesses, and residents. JBR was well prepared to staff this highly publicized event and met all of SFMTA’s schedules and deadlines. Ambassador teams focused on weekday commuters (4pm-7:30pm) and also provided full day staffing when there were performances that attracted larger crowds, mainly on Saturday and Sunday (11am-10pm).

JBR’s Ambassadors were stationed at high ridership stops. Numerous Muni routes were detoured near Super Bowl City due to street closures. During commute hours, Ambassadors focused on helping riders navigate the transit reroutes and get to where they needed to go. During event peak hours, Ambassadors assisted with crowd control and directed visitors to entrances/exits and appropriate BART stations. Ambassadors also distributed SFMTA pamphlets, which helped riders navigate the system during the 3 weeks of impacted schedules.

Throughout the event, JBR Field Supervisors served as the main point of contact for SFMTA providing up-to-date information on transit schedules, crowd control, event schedules, and reported major emergencies. The JBR Ambassador Team faced many challenges during Super Bowl City. There were several protest marches on Market Street and Embarcadero that further disrupted traffic flow. Transit stations were over capacity at the beginning and end of performances. Transit service was often delayed and we received a lot of negative feedback. Despite these challenges, JBR Field Supervisors and Ambassadors worked closely with SFMTA to address customer concerns and to guide them home as safely and efficiently as possible.

JBR collaborated with the SFMTA Project Manager to identify the staffing requirements for this project. Although the staffing needs fluctuated from day to day, JBR worked closely with the SFMTA Project Manager to meet the work schedule needs and completed all work within the proposed budget.



*JBR Ambassadors at Super Bowl City.*



JBR Project 4: Free Muni Ride Program for Seniors – San Francisco, CA (2015)

Client: San Francisco Municipal Transportation Agency (SFMTA)

Reference: Diana Hammons, Revenue Collection & Sales; 415-701-4610; Diana.Hammons@sfmta.com

Budget: \$30,000

Schedule: February 2015 – April 2018

Project Staffing: James Bryant, Solomon So,

JBR provided bilingual Ambassadors to assist SFMTA Customer Service Staff with the launch of the Free Muni Ride Program for Seniors, which provides low and moderate income seniors residing in San Francisco free access to Muni services. Bilingual Ambassadors were deployed to assist seniors who only spoke Chinese and Spanish. Ambassadors assisted seniors with the application process by walking them through the paperwork and various program thresholds. JBR Ambassadors confirmed eligibility and collected the appropriate documentation necessary for program registration. Questions and concerns were addressed by JBR Ambassadors that staffed the Customer Service Center at 11 South Van Ness from 8am-5pm for the duration of the project. The JBR Field Supervisor worked with the SFMTA Project Manager to ensure that all budget and deadline requirements were met for this project. The SFMTA Customer Service staff and Project Managers were satisfied with JBR's performance and requested additional services to support the agency's recertification of the Lifeline Low-Income Passes.

JBR successfully managed ambassador work schedules and completed all deliverables within budget and on schedule for this project.





## STAFF QUALIFICATIONS

All key individuals listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the Agencies’ approval. The organizational chart is on page 3 Project Approach.

Key Person	Project Title	Years of experience	Brief Description of Role
James Bryant	Project Director	30+	Oversees the entire project operations and responds to work directive requests from Agencies staff.
Solomon So	Field Supervisor	10	Recruit, Train, Deploy, Supervise Ambassadors. Reports back to Project Director and Agencies Staff.
Emilia Flin	Field Supervisor	10	Recruit, Train, Deploy, Supervise Ambassadors. Reports back to Project Director and Agencies Staff.

### James Bryant – Principal / Project Manager

Mr. James Bryant, Project Director will oversee the project and all activities related to staffing, supervising, and recruiting of Ambassadors. He will manage JBR staff members to ensure that JBR will meet the scheduling based on the needs of the project/event as specified by SFMTA. Mr. Bryant along with the JBR Field Supervisors will ensure that all ambassador services are completed in a professional manner, to the satisfaction of the SFMTA.

Mr. Bryant’s qualifications include over 35 years as an SFMTA Station Agent, San Francisco Police Department Transit Police Officer, and Community Ambassador. Because of his history with SFMTA, Mr. Bryant has extensive knowledge of the policies, rules, and procedures of a Station Agent and Community Ambassador. He is experienced in working with SFMTA’s customers including individuals who do not speak English as their primary language (Limited-English Proficiency). Throughout his career, James focused on assisting seniors and individuals with disabilities to navigate system, route, and fare information. Mr. Bryant also has extensive experience coordinating with 311 and addressing public calls, complaints, emergencies, and special requests.

As the CEO of JBR Partners, Mr. Bryant has managed multiple projects and programs recently for SFMTA including Super Bowl City, Muni Forward, and Pride Parade.

### Solomon So – Field Supervisor

Mr. Solomon So is mainly responsible for recruiting, deploying, and supervising Ambassadors to assist the general public at major public events, construction projects, street fairs, parades, crises and emergency-related events. During shifts, Mr. So will be on-site to provide appropriate communication material to Ambassadors and supervise the dissemination of flyers to customers at transit stops and stations. At the end of each event or project, Mr. So will document all feedback and submit a report to Agencies.

Mr. So holds a B.S degree in Urban Planning from Cal Poly State University, San Luis Obispo. He is fluent in Chinese (Cantonese) and has performed community outreach for various City Planning Departments including the City of Madera, City of Salinas, City of Santa Maria and City of San Luis Obispo. Mr. So has over 10 years of experience supervising Ambassador teams for various SFMTA



projects including Free Senior Ride Program, Bay to Breakers, Outside Lands Music Festival, MuniMobile, Muni Forward, Super Bowl City, and Pride Parade.

Mr. So supervises the multilingual staff of Ambassadors and makes sure that projects are supplied with appropriate language staff. He was in charge of staffing Ambassadors for SFMTA's Free Muni Ride and Lifeline Low Income Pass Programs, where the majority of clients had Limited English Proficiency.

Emilia Flin – Field Supervisor

Ms. Emilia Flin is responsible for deploying and supervising Ambassadors. Ms. Flin's primary focus is recruiting and staffing Ambassadors fluent in multiple languages for Limited English Proficiency customers. She also provides field supervision for door-to-door outreach, overseeing the dissemination of outreach collateral to project-affected neighborhoods.

Ms. Emilia Flin will provide additional field supervision support by ensuring all ambassador services are completed in a professional manner at all projects and events. She will provide additional communication materials to Ambassadors on site if necessary.

Ms. Emilia Flin graduated from the University of California, Davis and has 10 years of experience in recruiting and organizing outreach teams. Her project experience includes conducting business surveys for the 14-Mission Muni Forward Project, marketing the Munimobile App Launch, and supervising Ambassadors at Super Bowl City.

Resumes of key personnel are attached.



## JAMES BRYANT, CEO JBR PARTNERS, INC.

**PROJECT ROLE:** PROJECT DIRECTOR

**EXPERIENCE:** 30+ YEARS

**POSITIONS:** NAACP-S.F. BRANCH | CONSTRUCTION WORKFORCE ADVISORY COMMITTEE | A. PHILIP RANDOLPH INSTITUTE-WESTERN REGION DIRECTOR

James A. Bryant, CEO has over 30 years of experience in community outreach, public relations, group facilitation, contractor partnering, project management and documentation. Mr. Bryant's background involves extensive professional experience in various San Francisco agencies, unions, and non-profit organizations.

Throughout his career, Mr. Bryant's primary work has included stakeholder engagement, marketing campaigns, labor negotiations, community advocacy and organizing. While working at the San Francisco Municipal Transportation Authority (SFMTA), Mr. Bryant was elected in 1981 as a Union Steward and Chief Steward. From 1994 to 2006, he served as a business manager for Service Employees International Union (SEIU) where he led negotiations for major contracts including San Francisco Redevelopment Agency and City College of San Francisco. In 2007, Mr. Bryant was elected to serve as the SEIU Political Chair representing over 60,000 members in Northern California. In 2009, he was elected as an executive board member of the SEIU California State Council.

In 2005, Mr. Bryant also served as the Western Regional Director of the A. Philip Randolph Institute, a national community-based organization dedicated to racial equality, economic justice, and organizing low income minority communities throughout the United States. In 1999, Mr. Bryant spearheaded the Summer - Fall

Community Outreach Basketball Tournament, a collaboration between the A. Philip Randolph Institute, San Francisco Chapter (APRI) and the San Francisco Housing Authority (SFHA). The 10-year program utilized the basketball tournament as a communication and engagement tool to maximize the African-American community's involvement in the election process, voter participation and voter turnout in the San Francisco area. The programs focused on informing and empowering hard-to-reach populations including the following public housing areas: Alemany, Sunnydale, Potrero Hill, Hunter's View, Hunter's Point/Oakdale, Hunter's Point/Westbrook Apartments (Kiska), and Alice Griffith.

In 2009, Mr. Bryant started JBR Partners, Inc., a community affairs company specializing in public utility and construction projects. Under Mr. Bryant's leadership, JBR Partners has worked with major organizations such as California Public Utilities Commission, San Francisco Public Utilities Commission, California Department of Toxic Substances & Control, and the Bay Area Air Quality Management District. JBR's work includes over 6 years of assisting PG&E and its subcontractors (TRC Solutions and URS Corp.) with the development and implementation of a comprehensive strategic communications program.

James Bryant is available to provide his services to meet all project requirements.



## PROJECT EXPERIENCE

PG&E Hunter's Point Power Plant Demolition/  
Remediation Workers Appreciation Day - *Construction  
Outreach, Meeting Facilitation, Event Planning*

Envelope A+ D Hunters Point Now Listening Session -  
*Community Outreach*

SFHA Summer Unity Basketball Tournaments - *Event  
Planning, Meeting Facilitation, Community Outreach,  
Stakeholder Engagement*

PG&E Hunters Point Power Plant - Project Advisory  
Committee Quarterly Meetings - *Meeting Facilitation,  
Stakeholder Engagement*

PG&E Hunter's Point Power Plant Demolition/  
Remediation Truckers Open House - *Business Outreach,  
Meeting Facilitation*

Turkey Giveaway in partnership with PG&E and SFHA -  
*Event Planning, Community Outreach*

City and County of San Francisco Voter Registration  
Drives District 5, 10, 11 - *Community Outreach, Grass-  
roots Campaigns*

PG&E Hunter's Point Power Plant Demolition/ Remedia-  
tion Fall Open House - *Event Planning, Meeting Facilita-  
tion, Community Outreach, Stakeholder Engagement*

SFPUC Contractors Assistance Center Opening -  
*Business Outreach, Stakeholder Engagement*

SFPUC Southeast Community Facility Improvements -  
*Stakeholder Engagement, Community Outreach,  
Interviews, Surveying*

CA Dept. of Toxic Substances Control - Remedial Action  
Plan Survey - *Surveying, Stakeholder Engagement*

San Francisco Department of Public Works, CCSF Street  
and Sidewalk Evaluation Program - *Evaluations, Data  
Collection and Analysis*

## LOCAL RESOURCES

A. Philip Randolph Institute San Francisco -  
Community Based Organization

Brightline Defense Project - Community Based Org.

Laborers Local 261 - Labor Organization

SEIU Local 1021 - Labor Organization

Carpenters Local 22 - Labor Organization

City College of San Francisco - Education

San Francisco Travel - Association

IBEW Local 6 - Labor Organization

Alliance for Jobs and Sustainable Growth - Coalition

NAACP - The National Association for the Ad-  
vancement of Colored People - Civil Rights Org.

San Francisco African American Chamber of  
Commerce - Minority business organizations

The Guardsman City College of San Francisco Paper

San Francisco Bayview National Black Newspaper

The Sun Reporter



## SOLOMON SO, PROJECT MANAGER JBR PARTNERS, INC.

**PROJECT ROLE: FIELD SUPERVISOR**

**EDUCATION: BACHELORS OF SCIENCE, CITY & REGIONAL PLANNING**

**EXPERIENCE: 10 YEARS**

Solomon has over 10 years of experience in community development, strategic communications, and grassroots organizing. At JBR, Mr. So recruits and manages the JBR Community Ambassadors Team that provides outreach, information and customer education to the general public at special events including sporting events, street fairs, parades, and during crisis or emergencies.

Recently, Mr. So worked with SFMTA to deploy over 50 Ambassadors at key transit stops to market the Muni Forward Initiative.

Mr. So ensures that JBR Community Ambassadors are professionally trained and reflect the diverse communities and backgrounds of the Bay Area. JBR has the capability to provide bilingual Ambassadors to serve Limited English Proficiency customers including: Spanish, Cantonese, Mandarin, Tagalog, Korean, Russian, and Vietnamese requirements.

### PROJECT EXPERIENCE:

Field Supervisor for the BART Clipper Survey

Embarcadero Historic Streetcar “E Line” Launch

Project Manager for the San Francisco Public Works, CCSF Street and Sidewalk Evaluations Program

Field Supervisor for Community Ambassador Projects including Bay to Breakers, Chinese New Year Parade, SFMTA Service Changes, BART Clipper Surveys, etc.

Outreach Manager for the PG&E Hunter’s Point Power Plant Demolition/Remediation Workers Appreciation Day.

Communications Manager for the Annual Turkey Give-away in partnership with PG&E and SFHA.

Field Supervisor for the San Francisco Voter Registration Drives targeting District 5, 10, 11.

Community Outreach for the PG&E Hunter’s Point Power Plant Demolition/Remediation Truckers Open House.

Community Outreach for the SFPUC Contractors Assistance Center Opening.

Business Outreach for the SFPUC Southeast Community Facility Improvements.



## EMILIA FLIN, PROJECT SUPPORT JBR PARTNERS, INC.

**PROJECT ROLE: FIELD SUPERVISOR**

**EDUCATION: BACHELORS OF ARTS, ENGLISH**

**EXPERIENCE: 10 YEARS**

Emilia Flin has over 10 years of experience providing high quality support to various company projects. Ms. Flin graduated from University of California, Davis and has a background in technical writing, community out-reach, and data collection.

At JBR, Emilia is responsible for preparing source data for computer entry by compiling and sorting information. Emilia processes and reviews project data for deficiencies; and resolves discrepancies through company procedures. For the past 3 years, Emilia has collaborated with the SF Department of Public Works and San Francisco Controllers Office to develop a database for the Street and Sidewalks Evaluations Program.

### PROJECT EXPERIENCE:

Data Manger for the San Francisco Public Works, CCSF Street and Sidewalk Evaluations Program

Field Supervisor for Community Ambassador Projects including Bay to Breakers, Chinese New Year Parade, SFMTA Service Changes, BART Clipper Surveys, etc.

Database Manger for the Interim Use Hunters Point NOW Events.

Database Manager for the SFMTA Ambassador Projects—Outside Lands, Pride Parade, Bay to Breakers.

Data and Admin Specialist for the PG&E Hunter's Point Power Plant Demolition/Remediation Worker Day Communications Support for the Annual Turkey Give-away in partnership with PG&E and SFHA.

Database Support for the San Francisco Voter Registration Drives targeting District 5, 10, 11.

Database Support for the PG&E Hunter's Point Power Plant Demolition/Remediation Truckers Open House.

Community Outreach for the SFPUC Contractors Assistance Center Opening.

Community Outreach for the SFPUC Southeast Community Facility Improvements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/1/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Riskguard Insurance Solutions, Inc 422 Presidio Ave San Francisco, CA 94115	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(415) 447-4212</b> FAX (A/C, No): <b>(415) 447-4181</b> E-MAIL ADDRESS: <b>office@riskguardins.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : The Hartford Insurance Co.</b>	
<b>INSURER B : Hartford Accident and Indemnity Co.</b>	
<b>INSURER C : Sentinel Insurance Co., Ltd</b>	
<b>INSURER D : State Compensation Ins. Fund</b>	
<b>INSURER E : Hiscox</b>	
<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRU <input type="checkbox"/> LOC <input type="checkbox"/> JCL1 <input type="checkbox"/> LOC OTHER:			<b>57SBABG4569</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	EACH OCCURRENCE      \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ <b>1,000,000</b> MED EXP (Any one person)      \$ <b>10,000</b> PERSONAL & ADV INJURY      \$ <b>2,000,000</b> GENERAL AGGREGATE      \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG      \$ <b>4,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>57UECVJ5445</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	COMBINED SINGLE LIMIT (Ea accident)      \$ <b>1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
<b>C</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			<b>57SBABG4569</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	EACH OCCURRENCE      \$ <b>1,000,000</b> AGGREGATE      \$ <b>1,000,000</b> \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N      N / A			<b>9275896-20</b>	<b>6/23/2020</b>	<b>6/23/2021</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE      \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT      \$ <b>1,000,000</b>
<b>E</b>	<b>Professional Liab</b>			<b>UDC-1450491-EO-20</b>	<b>6/1/2020</b>	<b>6/1/2021</b>	<b>Each Claim/Aggregate</b> <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>EVIDENCE OF INSURANCE</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2018

	Jan - Dec 18
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Partners P/R Income	
SFPUC	25,526.50
MTA	800,483.38
American Bridge	7,500.00
Bay Area Lightworks	7,500.00
Build Group	4,500.00
Caltrain	73,715.01
CH2M Hill	19,994.00
Civic Edge/Barbary Coast	23,400.00
DPW	66,522.90
ERM	119,682.67
Haley & Alrich	8,327.42
Katz & Associates	18,685.42
MJF	39,615.00
MSquared	3,000.00
Oryx	3,000.00
PG&E	84,255.00
SEIU 1199	150.00
Turner Construction	18,351.67
Urb-in	23,310.00
Webcor	7,500.00
<b>Total Partners P/R Income</b>	<b>1,355,018.97</b>
Type B Income	320.00
<b>Total Income</b>	<b>1,355,338.97</b>
<b>Cost of Goods Sold</b>	
Project Costs	
Project O/S Consultant- COGS	66,180.52
<b>Total Project Costs</b>	<b>66,180.52</b>
<b>Total COGS</b>	<b>66,180.52</b>
<b>Gross Profit</b>	<b>1,289,158.45</b>
<b>Expense</b>	
Interest & Finance Charges	1,829.21
1.263(a)-1(f) Assets	
Security Camera 10/22/18	1,074.84
<b>Total 1.263(a)-1(f) Assets</b>	<b>1,074.84</b>
Donations	5,000.00
Employee Benfts - Health(Ex-JB)	6,107.28
General & Administrative Exp.	
Accounting & Legal Fees	
Legal	80,529.30
Accounting & Legal Fees - Other	21,285.64
<b>Total Accounting &amp; Legal Fees</b>	<b>101,814.94</b>
Automobile Expenses	3,276.85
Insurance	
General Liability	12,908.85
Workers Comp	4,138.65
<b>Total Insurance</b>	<b>17,047.50</b>
Dues and Subscriptions	2,178.00
Office Expenses	
Office Supplies	7,692.41
Office Expenses - Other	141.13
<b>Total Office Expenses</b>	<b>7,833.54</b>

1:05 PM

03/29/21

Cash Basis

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2018

	Jan - Dec 18
Postage & Delivery	168.05
Repairs & Maintenance	67.80
Security	1,075.22
Utilities	
Telecommunications	12,083.60
Utilities - Other	1,808.86
	13,892.46
<b>Total Utilities</b>	<b>13,892.46</b>
<b>Total General &amp; Administrative Exp.</b>	<b>147,354.36</b>
<b>Gift</b>	<b>108.90</b>
<b>Payroll</b>	
401k Contributions - Employer	14,386.44
Salaries - G&A	385,951.00
Salaries Officer - G&A	203,740.40
W-2 Outside Workers	234,713.49
Payroll - Other	4,879.37
	843,670.70
<b>Total Payroll</b>	<b>843,670.70</b>
<b>Payroll Taxes</b>	
Payroll Taxes	75,743.08
	75,743.08
<b>Total Payroll Taxes</b>	<b>75,743.08</b>
<b>Retirement Admin Fees</b>	<b>2,761.40</b>
<b>Marketing &amp; Sales Expenses</b>	
Advertising & Promotion	
Sponsorship	0.00
Advertising & Promotion - Other	5,865.27
	5,865.27
<b>Total Advertising &amp; Promotion</b>	<b>5,865.27</b>
<b>Meals</b>	
JBR Meals - M&S	21,614.99
	21,614.99
<b>Total Meals</b>	<b>21,614.99</b>
<b>Rent</b>	
Evans Ave	30,000.00
Gough St	14,046.96
Rent - Other	3,000.00
	47,046.96
<b>Total Rent</b>	<b>47,046.96</b>
<b>Supplies - M&amp;S</b>	<b>481.63</b>
<b>Travel</b>	
Airfare - M&S	2,139.79
Fuel - M&S	6,074.02
Ground Transportation - M&S	2,196.01
Lodging - M&S	3,807.55
Parking/Tolls - M&S	2,388.11
	16,605.48
<b>Total Travel</b>	<b>16,605.48</b>
<b>Total Marketing &amp; Sales Expenses</b>	<b>91,614.33</b>
<b>Taxes -</b>	
State	800.00
Business Licenses and Fees	360.88
	1,160.88
<b>Total Taxes -</b>	<b>1,160.88</b>
<b>Total Expense</b>	<b>1,176,424.98</b>
<b>Net Ordinary Income</b>	<b>112,733.47</b>

**JBR Partners Inc**  
**Profit & Loss**  
January through December 2018

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	<u>Jan - Dec 18</u>
Other Income/Expense	
Other Income	
Misc. Income	
Return of 1.263 PY Asset	1,679.16
Total Misc. Income	1,679.16
Interest Income	15.06
Total Other Income	1,694.22
Other Expense	
Depreciation Expense	50,656.25
Total Other Expense	50,656.25
Net Other Income	-48,962.03
Net Income	<u><u>63,771.44</u></u>

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2018

	Dec 31, 18
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
B of A for PPP - 1094	151,008.05
Bank of America - 2367	128,185.57
<b>Total Checking/Savings</b>	279,193.62
<b>Other Current Assets</b>	
Loan Rec from JBR Construction	3,000.00
<b>Total Other Current Assets</b>	3,000.00
<b>Total Current Assets</b>	282,193.62
<b>Fixed Assets</b>	
<b>Brother Printer-2/3/14</b>	
AD	-338.56
OC	338.56
<b>Total Brother Printer-2/3/14</b>	0.00
<b>Canon Video Camera-5/29/13</b>	
AD	-2,705.54
OC	2,705.54
<b>Total Canon Video Camera-5/29/13</b>	0.00
<b>Chevrolet Silverado 12/29/15</b>	
AD	-44,600.00
OC	44,600.00
<b>Total Chevrolet Silverado 12/29/15</b>	0.00
<b>Epson Printer-11/25/13</b>	
AD	-418.96
OC	418.96
<b>Total Epson Printer-11/25/13</b>	0.00
<b>Express Passenger Van-12/28/16</b>	
AD	-31,583.88
OC	31,583.88
<b>Total Express Passenger Van-12/28/16</b>	0.00
<b>GMC Sierra-12/14/11</b>	
AD	-35,928.18
OC	35,928.18
<b>Total GMC Sierra-12/14/11</b>	0.00
<b>GMC Yukon Denali- 09/08/18</b>	
AD	-47,644.25
OC	47,644.25
<b>Total GMC Yukon Denali- 09/08/18</b>	0.00
<b>Honda Generator-10/26/16</b>	
AD	-4,999.00
OC	4,999.00
<b>Total Honda Generator-10/26/16</b>	0.00
<b>Lenovo Laptop-12/2/13</b>	
AD	-719.06
OC	719.06
<b>Total Lenovo Laptop-12/2/13</b>	0.00



**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2018

		Dec 31, 18
Mirrors - 7/7/14		
AD		-3,424.00
OC		3,424.00
Total Mirrors - 7/7/14		0.00
Projector 12/1/15		
AD		-651.41
OC		651.41
Total Projector 12/1/15		0.00
Samsung Laptop-12/2/13		
AD		-989.97
OC		989.97
Total Samsung Laptop-12/2/13		0.00
Shredder-7/22/14		
AD		-591.01
OC		591.01
Total Shredder-7/22/14		0.00
Sierra 1500 Denali 12/28/16		
AD		-46,908.00
OC		51,427.28
Total Sierra 1500 Denali 12/28/16		4,519.28
Video Screen-11/7/14		
AD		-458.58
OC		458.58
Total Video Screen-11/7/14		0.00
Total Fixed Assets		4,519.28
<b>TOTAL ASSETS</b>		<b>286,712.90</b>
<b>LIABILITIES &amp; EQUITY</b>		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Loan from Shareholder		-165.95
GM Financial		41,326.97
US Bank Loan		17,676.02
Total Other Current Liabilities		58,837.04
Total Current Liabilities		58,837.04
Total Liabilities		58,837.04
Equity		
Capital Stock		500.00
Retained Earnings		203,104.42
Shareholder Distributions		-20,000.00
Treasury Stock		-19,500.00
Net Income		63,771.44
Total Equity		227,875.86
<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>286,712.90</b>

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2019

	Jan - Dec 19
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Partners P/R Income	
Becker	7,500.00
Pankow	94,143.00
Sevenson	69,600.00
SFPUC	63,421.76
MTA	914,429.41
Emerson	12,000.00
Central Subway	38,985.49
Esquivel Grading and Paving Inc	4,500.00
American Bridge	9,000.00
Bay Area Lightworks	4,500.00
Build Group	12,000.00
CH2M Hill	3,150.00
DPW	6,000.00
ERM	19,300.00
MJF	11,095.00
MSquared	4,500.00
PG&E	33,418.90
Urb-in	41,533.90
Webcor	23,125.00
<b>Total Partners P/R Income</b>	<b>1,372,202.46</b>
<b>Total Income</b>	<b>1,372,202.46</b>
<b>Cost of Goods Sold</b>	
Project Costs	
Project O/S Consultant- COGS	78,520.00
<b>Total Project Costs</b>	<b>78,520.00</b>
<b>Total COGS</b>	<b>78,520.00</b>
<b>Gross Profit</b>	<b>1,293,682.46</b>
<b>Expense</b>	
Interest & Finance Charges	3,232.65
1.263(a)-1(f) Assets	
Training Space 07/18/19	
Consumables	592.11
Display Mount	1,040.78
Main Rack	1,348.20
Apple ipad	432.89
Net Working	2,286.83
Video Camera Support	1,711.39
Video Camera	1,051.32
Audio Transreceiver	2,236.85
Audio Denon	2,305.27
Zoom Room Console	227.54
Apple Bluetooth Touch Pad	160.62
Apple Bluetooth Keyboard	160.62
<b>Total Training Space 07/18/19</b>	<b>13,554.42</b>
<b>Total 1.263(a)-1(f) Assets</b>	<b>13,554.42</b>
Donations	2,625.00
Employee Benfts - Health(Ex-JB)	0.00
General & Administrative Exp.	
Accounting & Legal Fees	
Accounting	16,647.36
Legal	24,479.31
<b>Total Accounting &amp; Legal Fees</b>	<b>41,126.67</b>

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2019

	Jan - Dec 19
<b>Automobile Expenses</b>	
Insurance	13,056.90
Automobile Expenses - Other	13,353.19
<b>Total Automobile Expenses</b>	26,410.09
<b>Bank Service Charges</b>	111.56
<b>Insurance</b>	
General Liability	2,479.50
Workers Comp	4,333.90
<b>Total Insurance</b>	6,813.40
<b>Dues and Subscriptions</b>	3,551.18
<b>Office Expenses</b>	
Office Supplies	7,700.81
Office Expenses - Other	312.65
<b>Total Office Expenses</b>	8,013.46
<b>Repairs &amp; Maintenance</b>	83.69
<b>Security</b>	980.10
<b>Utilities</b>	
Gas & Electric	2,147.53
Telecommunications	10,293.07
<b>Total Utilities</b>	12,440.60
<b>Total General &amp; Administrative Exp.</b>	99,530.75
<b>Payroll</b>	
Sick Hourly	154.00
Double Overtime	4,688.00
Overtime	3,099.00
Health	6,253.11
401k Contributions - Employer	17,884.29
Salaries - G&A	401,443.00
Salaries Officer - G&A	190,000.00
W-2 Outside Workers	201,359.40
<b>Total Payroll</b>	824,880.80
<b>Payroll Taxes</b>	
SS ER	46,493.58
FUTA	1,502.99
Payroll Taxes	22,723.50
<b>Total Payroll Taxes</b>	70,720.07
<b>Retirement Admin Fees</b>	3,354.42
<b>Marketing &amp; Sales Expenses</b>	
<b>Advertising &amp; Promotion</b>	
Sponsorship	7,331.32
Advertising & Promotion - Other	289.53
<b>Total Advertising &amp; Promotion</b>	7,620.85
<b>Meals</b>	
JBR Meals - M&S	20,769.28
<b>Total Meals</b>	20,769.28
<b>Rent</b>	
Parking	3,200.00
Evans Ave	30,000.00
Gough St	22,421.12
<b>Total Rent</b>	55,621.12

**JBR Partners Inc**  
**Profit & Loss**  
January through December 2019

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	<u>Jan - Dec 19</u>
Travel	
Airfare - M&S	254.25
Ground Transportation - M&S	2,897.64
Lodging - M&S	293.02
Parking/Tolls - M&S	1,422.25
Travel - G&A	822.89
	<hr/>
<b>Total Travel</b>	<b>5,690.05</b>
	<hr/>
<b>Total Marketing &amp; Sales Expenses</b>	<b>89,701.30</b>
<b>Nondeductible</b>	
Late fee	36.17
	<hr/>
<b>Total Nondeductible</b>	<b>36.17</b>
<b>Taxes -</b>	
Use Tax	807.57
State	328.00
Business Licenses and Fees	15,058.05
	<hr/>
<b>Total Taxes -</b>	<b>16,193.62</b>
	<hr/>
<b>Total Expense</b>	<b>1,123,829.20</b>
	<hr/>
<b>Net Ordinary Income</b>	<b>169,853.26</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Misc. Income	0.04
	<hr/>
<b>Total Other Income</b>	<b>0.04</b>
<b>Other Expense</b>	
Depreciation Expense	16,673.45
Misc Expenses	0.00
	<hr/>
<b>Total Other Expense</b>	<b>16,673.45</b>
	<hr/>
<b>Net Other Income</b>	<b>-16,673.41</b>
	<hr/>
<b>Net Income</b>	<b>153,179.85</b>
	<hr/> <hr/>

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2019

		Dec 31, 19
<b>ASSETS</b>		
<b>Current Assets</b>		
Checking/Savings		
B of A for PPP - 1094		101,008.05
Bank of America - 2367		270,830.75
<b>Total Checking/Savings</b>		371,838.80
<b>Other Current Assets</b>		
Loan Rec from JBR Construction		3,250.00
<b>Total Other Current Assets</b>		3,250.00
<b>Total Current Assets</b>		375,088.80
<b>Fixed Assets</b>		
<b>Office Fridge</b>		
Original Cost	363.45	
Dep.	-363.45	
<b>Total Office Fridge</b>		0.00
<b>Conf Tm Table Chairs</b>		
Original Cost	1,300.00	
Dep.	-1,300.00	
<b>Total Conf Tm Table Chairs</b>		0.00
<b>Voicemail System</b>		
Original Cost	2,188.91	
Dep.	-2,188.91	
<b>Total Voicemail System</b>		0.00
<b>Training Space 07/18/19</b>		
Original Cost	7,610.19	
Accum. Dep.	-7,610.19	
<b>Total Training Space 07/18/19</b>		0.00
<b>Samsung82" DisplayX2 07/18/19</b>		
Original Cost	7,255.26	
Accum. Dep.	-7,255.26	
<b>Total Samsung82" DisplayX2 07/18/19</b>		0.00
<b>Brother Printer-2/3/14</b>		
AD	-338.56	
OC	338.56	
<b>Total Brother Printer-2/3/14</b>		0.00
<b>Canon Video Camera-5/29/13</b>		
AD	-2,705.54	
OC	2,705.54	
<b>Total Canon Video Camera-5/29/13</b>		0.00
<b>Chevrolet Silverado 12/29/15</b>		
AD	-44,600.00	
OC	44,600.00	
<b>Total Chevrolet Silverado 12/29/15</b>		0.00
<b>Epson Printer-11/25/13</b>		
AD	-418.96	
OC	418.96	
<b>Total Epson Printer-11/25/13</b>		0.00

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2019

	Dec 31, 19	
<b>Express Passenger Van-12/28/16</b>		
AD	-31,583.88	
OC	31,583.88	
<b>Total Express Passenger Van-12/28/16</b>		0.00
<b>Furniture &amp; Fixtures</b>		
Original Cost	710.11	
Accum. Dep.	-710.11	
<b>Total Furniture &amp; Fixtures</b>		0.00
<b>GMC Sierra-12/14/11</b>		
AD	-35,928.18	
OC	35,928.18	
<b>Total GMC Sierra-12/14/11</b>		0.00
<b>GMC Yukon Denali- 09/08/18</b>		
AD	-47,644.25	
OC	47,644.25	
<b>Total GMC Yukon Denali- 09/08/18</b>		0.00
<b>Honda Generator-10/26/16</b>		
AD	-4,999.00	
OC	4,999.00	
<b>Total Honda Generator-10/26/16</b>		0.00
<b>Lenovo Laptop-12/2/13</b>		
AD	-719.06	
OC	719.06	
<b>Total Lenovo Laptop-12/2/13</b>		0.00
<b>Mirrors - 7/7/14</b>		
AD	-3,424.00	
OC	3,424.00	
<b>Total Mirrors - 7/7/14</b>		0.00
<b>Projector 12/1/15</b>		
AD	-651.41	
OC	651.41	
<b>Total Projector 12/1/15</b>		0.00
<b>Samsung Laptop-12/2/13</b>		
AD	-989.97	
OC	989.97	
<b>Total Samsung Laptop-12/2/13</b>		0.00
<b>Shredder-7/22/14</b>		
AD	-591.01	
OC	591.01	
<b>Total Shredder-7/22/14</b>		0.00
<b>Sierra 1500 Denali 12/28/16</b>		
AD	-48,716.00	
OC	51,427.28	
<b>Total Sierra 1500 Denali 12/28/16</b>		2,711.28

**JBR Partners Inc**  
**Balance Sheet**  
As of December 31, 2019

	<u>Dec 31, 19</u>
Video Screen-11/7/14	
AD	-458.58
OC	458.58
<b>Total Video Screen-11/7/14</b>	<u>0.00</u>
<b>Total Fixed Assets</b>	<u>2,711.28</u>
<b>TOTAL ASSETS</b>	<b><u>377,800.08</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
GM Financial	35,145.60
US Bank Loan	11,598.77
<b>Total Other Current Liabilities</b>	<u>46,744.37</u>
<b>Total Current Liabilities</b>	<u>46,744.37</u>
<b>Total Liabilities</b>	46,744.37
<b>Equity</b>	
Capital Stock	500.00
Retained Earnings	196,875.86
Treasury Stock	-19,500.00
Net Income	153,179.85
<b>Total Equity</b>	<u>331,055.71</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>377,800.08</u></b>

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2020

	Jan - Dec 20
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Partners P/R Income	
Trico Construction	5,000.00
CLW	4,500.00
MEBCq2	600.00
Hoi's Construction	4,500.00
Pankow	280,119.79
SFPUC	14,943.45
MTA	371,327.22
Emerson	4,500.00
Build Group	4,854.53
Urb-in	28,187.50
Webcor	56,640.00
Partners P/R Income - Other	4,500.00
<b>Total Partners P/R Income</b>	<b>779,672.49</b>
<b>Total Income</b>	<b>779,672.49</b>
<b>Cost of Goods Sold</b>	
Project Costs	
Project O/S Consultant- COGS	0.00
<b>Total Project Costs</b>	<b>0.00</b>
<b>Total COGS</b>	<b>0.00</b>
<b>Gross Profit</b>	<b>779,672.49</b>
<b>Expense</b>	
Project Expenses	
Project O/S Consultant	87,811.64
<b>Total Project Expenses</b>	<b>87,811.64</b>
Interest & Finance Charges	2,323.12
General & Administrative Exp.	
Accounting & Legal Fees	
Accounting	11,355.56
Legal	75.00
<b>Total Accounting &amp; Legal Fees</b>	<b>11,430.56</b>
Automobile Expenses	
Insurance	15,440.65
Automobile Expenses - Other	6,344.21
<b>Total Automobile Expenses</b>	<b>21,784.86</b>
Bank Service Charges	113.86
Insurance	
General Liability	1,389.00
Workers Comp	2,932.20
<b>Total Insurance</b>	<b>4,321.20</b>
Dues and Subscriptions	3,548.60
Training	3,800.00
Office Expenses	
Office Supplies	3,593.07
Office Expenses - Other	405.94
<b>Total Office Expenses</b>	<b>3,999.01</b>
Repairs & Maintenance	1,356.42
Security	1,013.25



**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2020

	Jan - Dec 20
Utilities	
Gas & Electric	1,978.79
Telecommunications	11,221.62
Total Utilities	13,200.41
<b>Total General &amp; Administrative Exp.</b>	64,568.17
Gift	25.00
Payroll	
Sick Hourly	110.00
Overtime	1,536.00
Health	5,659.31
401k Contributions - Employer	12,110.83
Salaries - G&A	233,900.00
Salaries Officer - G&A	162,000.00
W-2 Outside Workers	51,383.00
Total Payroll	466,699.14
Payroll Taxes	
CA ETT	99.84
Medicare ER	6,591.58
CA Unemployment	3,594.13
SS ER	26,677.87
FUTA	599.02
Total Payroll Taxes	37,562.44
Retirement Admin Fees	3,784.71
Marketing & Sales Expenses	
Advertising & Promotion	1,577.01
Meals	
JBR Meals - M&S	1,866.38
Total Meals	1,866.38
Rent	
Parking	3,000.00
Evans Ave	30,000.00
Gough St	28,058.28
Total Rent	61,058.28
Travel	
Ground Transportation - M&S	273.67
Parking/Tolls - M&S	247.82
Total Travel	521.49
<b>Total Marketing &amp; Sales Expenses</b>	65,023.16
Taxes -	
Use Tax	88.00
State	3,539.00
Business Licenses and Fees	10,496.32
Total Taxes -	14,123.32
<b>Total Expense</b>	741,920.70
<b>Net Ordinary Income</b>	37,751.79
Other Income/Expense	
Other Income	
Debt Relief	4,861.84
EIDL Advance Grant	5,000.00
Total Other Income	9,861.84

**JBR Partners Inc**  
**Profit & Loss**  
January through December 2020

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	<u>Jan - Dec 20</u>
Other Expense	
Non Deductable Expenses	
Gift >\$25	178.24
Total Non Deductable Expenses	178.24
Misc Expenses	0.00
Total Other Expense	178.24
Net Other Income	9,683.60
Net Income	<u><u>47,435.39</u></u>

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2020

		Dec 31, 20
<b>ASSETS</b>		
<b>Current Assets</b>		
Checking/Savings		
Bank of America - 2367		758,043.65
<b>Total Checking/Savings</b>		758,043.65
<b>Other Current Assets</b>		
Loan Rec from JBR Construction		3,250.00
<b>Total Other Current Assets</b>		3,250.00
<b>Total Current Assets</b>		761,293.65
<b>Fixed Assets</b>		
<b>Office Fridge</b>		
Original Cost	363.45	
Dep.	-363.45	
<b>Total Office Fridge</b>		0.00
<b>Conf Tm Table Chairs</b>		
Original Cost	1,300.00	
Dep.	-1,300.00	
<b>Total Conf Tm Table Chairs</b>		0.00
<b>Voicemail System</b>		
Original Cost	2,188.91	
Dep.	-2,188.91	
<b>Total Voicemail System</b>		0.00
<b>Training Space 07/18/19</b>		
Original Cost	7,610.19	
Accum. Dep.	-7,610.19	
<b>Total Training Space 07/18/19</b>		0.00
<b>Samsung82" DisplayX2 07/18/19</b>		
Original Cost	7,255.26	
Accum. Dep.	-7,255.26	
<b>Total Samsung82" DisplayX2 07/18/19</b>		0.00
<b>Brother Printer-2/3/14</b>		
AD	-338.56	
OC	338.56	
<b>Total Brother Printer-2/3/14</b>		0.00
<b>Canon Video Camera-5/29/13</b>		
AD	-2,705.54	
OC	2,705.54	
<b>Total Canon Video Camera-5/29/13</b>		0.00
<b>Chevrolet Silverado 12/29/15</b>		
AD	-44,600.00	
OC	44,600.00	
<b>Total Chevrolet Silverado 12/29/15</b>		0.00
<b>Epson Printer-11/25/13</b>		
AD	-418.96	
OC	418.96	
<b>Total Epson Printer-11/25/13</b>		0.00

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2020

	Dec 31, 20	
<b>Express Passenger Van-12/28/16</b>		
AD	-31,583.88	
OC	31,583.88	
<b>Total Express Passenger Van-12/28/16</b>		0.00
<b>Furniture &amp; Fixtures</b>		
Original Cost	710.11	
Accum. Dep.	-710.11	
<b>Total Furniture &amp; Fixtures</b>		0.00
<b>GMC Sierra-12/14/11</b>		
AD	-35,928.18	
OC	35,928.18	
<b>Total GMC Sierra-12/14/11</b>		0.00
<b>GMC Yukon Denali- 09/08/18</b>		
AD	-47,644.25	
OC	47,644.25	
<b>Total GMC Yukon Denali- 09/08/18</b>		0.00
<b>Honda Generator-10/26/16</b>		
AD	-4,999.00	
OC	4,999.00	
<b>Total Honda Generator-10/26/16</b>		0.00
<b>Lenovo Laptop-12/2/13</b>		
AD	-719.06	
OC	719.06	
<b>Total Lenovo Laptop-12/2/13</b>		0.00
<b>Mirrors - 7/7/14</b>		
AD	-3,424.00	
OC	3,424.00	
<b>Total Mirrors - 7/7/14</b>		0.00
<b>Projector 12/1/15</b>		
AD	-651.41	
OC	651.41	
<b>Total Projector 12/1/15</b>		0.00
<b>Samsung Laptop-12/2/13</b>		
AD	-989.97	
OC	989.97	
<b>Total Samsung Laptop-12/2/13</b>		0.00
<b>Shredder-7/22/14</b>		
AD	-591.01	
OC	591.01	
<b>Total Shredder-7/22/14</b>		0.00
<b>Sierra 1500 Denali 12/28/16</b>		
AD	-48,716.00	
OC	51,427.28	
<b>Total Sierra 1500 Denali 12/28/16</b>		2,711.28

**JBR Partners Inc**  
**Balance Sheet**  
As of December 31, 2020

	<u>Dec 31, 20</u>
Video Screen-11/7/14	
AD	-458.58
OC	458.58
<b>Total Video Screen-11/7/14</b>	<u>0.00</u>
<b>Total Fixed Assets</b>	<u>2,711.28</u>
<b>TOTAL ASSETS</b>	<b><u>764,004.93</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
Bank of America	357.08
<b>Total Credit Cards</b>	<u>357.08</u>
<b>Other Current Liabilities</b>	
EIDL Loan	149,900.00
City of San Francisco Help Loan	50,000.00
PPP Loan on 05/04/20	153,585.00
GM Financial	23,413.00
<b>Payroll Liabilities</b>	
FUTA	81.30
Payroll Liabilities - Other	1,715.00
<b>Total Payroll Liabilities</b>	<u>1,796.30</u>
<b>US Bank Loan</b>	<u>6,462.42</u>
<b>Total Other Current Liabilities</b>	<u>385,156.75</u>
<b>Total Current Liabilities</b>	<u>385,513.83</u>
<b>Total Liabilities</b>	385,513.83
<b>Equity</b>	
Capital Stock	500.00
Retained Earnings	350,055.71
Treasury Stock	-19,500.00
Net Income	47,435.39
<b>Total Equity</b>	<u>378,491.10</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>764,004.93</u></b>

**EXHIBIT 1: PROPOSAL COVER FORM**

**PROPOSAL COVER FORM  
FOR  
AMBASSADOR SERVICES  
RFP # 21-S-J-P-018**

San Mateo County Transit District & Peninsula Corridor Joint Powers Board  
San Carlos, CA

**A. GENERAL INFORMATION**

DATE SUBMITTED: 4/7/21

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:  
JBR Partners, Inc.

**DISCIPLINE(S) FOR WHICH YOU ARE PROPOSING IN THIS SUBMITTAL**

On-Call Ambassador Services

**B. PROPOSAL CONTACT PERSON INFORMATION**

NAME AND TITLE: James Bryant, CEO

STREET ADDRESS: 1333 Evans Ave., San Francisco, CA 94124  
\_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS, IF DIFFERENT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL ADDRESS: SS@JBRPARTNERS.COM  
\_\_\_\_\_

OFFICE PHONE NUMBER: 415-970-9051

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CELL PHONE NUMBER: 415-747-2023

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

James Bryant

\_\_\_\_\_  
Printed Name

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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.



**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 consultant or as a subconsultant 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.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Andrew Shum</u>	<u>( ) 415-701-4370</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Communications Officer</u>	<u>Andrew.Shum@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**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 consultant or as a subconsultant 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.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ \$100,000 / Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Diana Hammons</u>	<u>( ) 415-701-4610</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Revenue Collection - Senior Manager</u>	<u>Diana.Hammons@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going. We also run the SFMTA Community Service Program for her department.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**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 consultant or as a subconsultant 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.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
Company	Project Description
1 S. Van Ness Ave. Flr 3	\$ \$100,000 / Contract: \$1,300,000
Address	Project / Contract Value
San Francisco, CA 94103	Jan 2015 - on-going until budget runs out
City, State, Zip	Award Date / End Date
Lolita Sweet	(        ) 415-271-3169
Contact Name	Telephone
Public Information Officer	Lolita.Sweet@sfmta.com
Contact Title	Email

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

Solomon So	415-970-9051
Name	Telephone Number
Field Supervisor	SS@JBRPARTNERS.COM
Title	Email Address

**Note: Please complete this form for each reference provided**

**EXHIBIT 3: EXCEPTION FORM**

Submission 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: JBR Partners, Inc.

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				

**EXHIBIT 4: CALIFORNIA LEVINE ACT**

California Government Code Section 84308 (commonly referred to as the “Levine Act”) prohibits any Agencies 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 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Agencies 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 Agencies 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 any Agencies and Board Members:

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

YES       NO. If yes, please identify any Agencies and Board Members:

Answering yes to either of the two questions above does not preclude any Agencies 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).

**EXHIBIT 5: DESIGNATION OF SUBCONSULTANTS**

Proposer's Name: JBR Partners, Inc. Is your firm a Small Business Enterprise: Yes        No         X

Address: 1333 Evans Ave., San Francisco, CA 94124 Firm's Annual Gross Receipts: \$779,672.49 Age of Firm: 12 years

Phone: (415 ) 970-9051

**Instructions:** Proposer MUST provide information below for ALL subconsultants ("sub-bidders") that provided proposer a 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.

Subconsultant 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 NONE				
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 subconsultant(s) whose bid/quote was accepted conditioned upon execution of a contract with the Agencies. The Consultant certifies that any SBE listed whose quote was accepted will be performing a commercially useful function on the contract.**

**EXHIBIT 6: SMALL BUSINESS ENTERPRISE PREFERENCE FORM**

**Small Business Preference Form Instructions**

A point preference will be granted to Proposers that are either (1) a qualified small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force; or (2) commits to subcontract with one or more qualified small businesses. The actual preference is calculated on a relative basis with the Proposer that has the highest SBE utilization rate receiving the full 5 points. For example, a maximum SBE preference of 5 points would be added to an RFP being evaluated out of 100 points. The Proposer with the highest SBE utilization will receive the full point preference; 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 and aggregated with proposal evaluation scoring to determine the highest-ranked Proposer.

To claim the SBE preference, a Proposer must complete the SBE Preference Form on Page 3 of this document.

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

**Figure 1. Sample Point Preference Adjustment**

	Cost Proposal	SBE Utilization \$	SBE Utilization %	SBE Preference Allocation	SBE Preference Points <sup>(1)</sup>
	(a)	(b)	(c) = (b)/(a)	(d) = (c)/(Highest SBE Utilization%)	(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

<sup>(1)</sup> 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.

To participate as an eligible small business in the Agency’s SBE program, your firm must meet both of the following requirements:

- (a) Your firm (including affiliates) must be an existing small business as defined by Small Business Administration (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 \$23.98 million.

SBA size standards vary by industry, and certain industries, such as general construction contracting, exceed the cap of \$23.98 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$23.98 million, for example, is ineligible to participate as a small business on AGENCY contracts.

Please verify your firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>

The Agency recognizes small business enterprise certifications performed by the following agencies:

1. Disadvantaged Business Enterprise (DBE) 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.
2. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$23.98 million.
3. 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).
4. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
5. Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority.

A firm not certified by any of the agencies listed above may apply to the Agency for small business recognition. Support documents must be submitted no later than five (5) business days prior to the proposal due date in order to be considered for SBE preference. For additional information or assistance, please call (650) 508-7940.



**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE FORM**

A Proposer is entitled to a five-point (5) preference for proposal evaluation purposes if it is either (1) a qualified a small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force; or (2) commits to subcontract with one or more qualified small businesses for this solicitation. **In order to obtain the preference, a proposer must complete and submit this form with its proposal.** Questions regarding the preference program should be directed to (650) 508-7939 or [hubbardk@samtrans.com](mailto:hubbardk@samtrans.com).

Please check the appropriate boxes:

<input checked="" type="checkbox"/>	We are a qualified small business applying for the preference <b>(include certification #'s)</b> : X DBE by California Unified Certification Program (CUCP) or any other state Unified Certification Program # <u>41695</u> <input type="checkbox"/> SBA 8(a) by the Small Business Administration # _____ <input type="checkbox"/> Small Business (SB) certification by California Department of General Services (DGS) # _____ <input type="checkbox"/> Microbusiness (MB) certification by the California department of General Services (DGS) # _____ <input type="checkbox"/> SBE certification by Santa Clara Valley Transportation Authority (VTA) # _____
<input type="checkbox"/>	We are applying for the preference and recently submitted a Small Business Enterprise (SBE) Verification form to the DBE Officer.
<input type="checkbox"/>	We are not claiming the Small Business Enterprise Preference
<input type="checkbox"/>	We are a non-small business applying for the preference. We have negotiated with and commit to using the below-listed sub-contractors/suppliers if we are awarded a contract by the Agency

Please complete the following if you are claiming the SBE Preference (attach additional sheets as necessary):

Name of SBE Subcontractor (sub-contractor/supplier/manufacturer/trucker, etc.)	Describe products or services to be provided*	Amount of subcontract or percentage of total contract value**
N/A - JBR is a DBE completing 100% of the contract work .		
<b>Total Small Business Commitment</b>		\$ _____ % _____

Identify all SBE firms being claimed for credit, regardless of tier. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the other documentation submitted with your bid. Written confirmation of each listed SBE is required.


\*All small businesses are required to perform a "commercially useful function" in any contract they perform for the Agency. A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligations by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business, services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

\*\* To receive credit, the bidder must provide an actual or estimated value of each SBE subcontract. Value can be expressed as a subcontract dollar amount or a percentage of the total contract value where the SBE subcontractor will be or is estimated to be utilized. **Entries that do not provide a dollar-value or percentage such as "To Be Assigned," "unknown," or "TBD" will not be counted toward SBE participation for purposes of evaluating the SBE preference.**

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

JBR Partners, Inc.  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature / Date

Print Name/Title: James Bryant, CEO

**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 consultant or as a subconsultant 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.

San Francisco County Transportation Authority <hr/> Company 1455 Market St #22, <hr/> Address San Francisco, CA 94103 <hr/> City, State, Zip Tilly Chang <hr/> Contact Name Executive Director <hr/> Contact Title	Public Outreach, As-needed Ambassadors <hr/> Project Description \$ 10,000 <hr/> Project / Contract Value August 2016 - December 2016 <hr/> Award Date / End Date ( ) 415-306-4506 <hr/> Telephone tilly.chang@sfcta.org <hr/> Email
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**Scope and Status of Contract:** BART Perks Program Launch: Door-to-door outreach to Merchants;  
Handing out flyers and giveaway goods at bus stops and BART Stations to promote BART Perks Program.

**Other:** \_\_\_\_\_

James Bryant <hr/> Name Project Director <hr/> Title	415-970-9051 <hr/> Telephone Number SS@JBRPARTNERS.COM <hr/> Email Address
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**Note: Please complete this form for each reference provided**

**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 consultant or as a subconsultant 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.

<p>San Francisco Public Utilities Commission  <u>Company</u></p> <p>525 Golden Gate Ave.,  <u>Address</u></p> <p>San Francisco, CA 94102  <u>City, State, Zip</u></p> <p>Iris Martin-Lopez  <u>Contact Name</u></p> <p>Contractor Engagement and Outreach Manager  <u>Contact Title</u></p>	<p>Public Outreach, Business Outreach, Marketing,              Stakeholder Engagement, Event Planning, Admin Support  <u>Project Description</u></p> <p>\$ 129,000  <u>Project / Contract Value</u></p> <p>Jan 2021 - Dec 2023 (also had previous contract 2015 - 2021)  <u>Award Date / End Date</u></p> <p>( ) 415-554-3222  <u>Telephone</u></p> <p>ilopez@sfgwater.org  <u>Email</u></p>
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**Scope and Status of Contract:** As-needed contractor engagement support services to increase participation of small businesses for SFPUC Programs and Projects. Includes business outreach, engagement, and admin support at small business outreach events. Contract is active.

**Other:** Reports to SFPUC's Contractor Engagement and Outreach Manager

<p>Emilia Flin  <u>Name</u></p> <p>Project Manager  <u>Title</u></p>	<p>415-970-9051  <u>Telephone Number</u></p> <p>EFLIN@JBRPARTNERS.COM  <u>Email Address</u></p>
--	---

**Note: Please complete this form for each reference provided**

**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 consultant or as a subconsultant 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.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Andrew Shum</u>	<u>( ) 415-701-4370</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Communications Officer</u>	<u>Andrew.Shum@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**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 consultant or as a subconsultant 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.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ \$100,000 / Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Diana Hammons</u>	<u>( ) 415-701-4610</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Revenue Collection - Senior Manager</u>	<u>Diana.Hammons@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going. We also run the SFMTA Community Service Program for her department.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**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 consultant or as a subconsultant 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.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ \$100,000 / Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Lolita Sweet</u>	<u>( ) 415-271-3169</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Public Information Officer</u>	<u>Lolita.Sweet@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**JBR Partners Inc. - Peninsula Corridor Joint Powers Board Final Negotiated Cost for RFP 21-J-P-018 On-Call Ambassador Services**

**Year 1**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	350	\$ 121.25	\$ 42,437.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	700	\$ 52.10	\$ 36,470.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 1 Final Negotiated Total</b>			<b>\$ 111,142.50</b>

**Year 2**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	350	\$ 121.25	\$ 42,437.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	700	\$ 52.10	\$ 36,470.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 2 Final Negotiated Total</b>			<b>\$ 111,142.50</b>

**Year 3**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	350	\$ 121.25	\$ 42,437.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	700	\$ 52.10	\$ 36,470.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 3 Negotiated Total</b>			<b>\$ 111,142.50</b>

**Year 4**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	250	\$ 121.25	\$ 30,312.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	950	\$ 52.10	\$ 49,495.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 4 Negotiated Total</b>			<b>\$ 112,042.50</b>

**Year 5**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	250	\$ 121.25	\$ 30,312.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	950	\$ 52.10	\$ 49,495.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 5 Negotiated Total</b>			<b>\$ 112,042.50</b>

**Final Negotiated Total for the Peninsula Corridor Joint Powers Board \$ 557,513**