



JPB Board of Directors Meeting
Meeting of May 1, 2025

Supplemental Reading File

Subject

1. Related to Item 8.d - 25-J-CO-094 DRAFT JPB Agreement Fuel and Fueling Services
2. Receive Quarterly Financial Report for Fiscal Year 2025 Quarter 3 Results and Annual Outlook
3. Receive Update on Crossing Optimization Project
4. Receive Update on Caltrain Strategic Sustainability Plan and Caltrain Climate Vulnerability Study
5. Receive Update on Caltrain Safety Performance
6. Receive Introduction to Caltrain's Long-Range Service Vision Update
7. Receive Update on Battery Electric Multiple Unit (BEMU) Project
8. Receive Update on Electric Multiple Unit Option Cars (EMU Option 1 & 2)
9. Accept Contracts and Procurement Quarterly Report of Technology Purchases for Third Quarter of Fiscal Year 2025

COOPERATIVE PURCHASE AGREEMENT BETWEEN
THE SAN MATEO COUNTY TRANSIT DISTRICT (AGENCY)
AND
MANSFIELD OIL COMPANY OF GAINESVILLE, INC. (SUPPLIER)

AGREEMENT SUMMARY*

Board of Directors' Date of Award:

Resolution Number:

Cooperative Organization: National Cooperative Purchasing Alliance (NCPA)

Contract: Region XIV Education Service Center (ESC) Number: 05-72

Effective Date of Agreement: June 2, 2025

Services to be Provided: Fuel and Fueling Services

Term of Agreement: June 2, 2025 – September 30, 2027

Supplier's Key Representative: Dan Luther
Vice President – Government Sales
Email: dluther@mansfieldoil.com
Phone: (678)617-8530

Compensation: OPIS Daily Rates with discounts

*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

COOPERATIVE PURCHASE AGREEMENT

This COOPERATIVE PURCHASE AGREEMENT for Fuel and Fueling Services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (JPB or AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and Mansfield Oil Company of Gainesville, Inc. (SUPPLIER), located at 1025 Airport Parkway SW, Gainesville, GA 30501 (the Parties).

WHEREAS, Region XIV Education Services Center and Mansfield Oil Company of Gainesville, Inc. entered into a contract, Region XIV ESC. Contract Number 05-72, effective September 1, 2022 through September 30, 2025, under which other governmental agencies may purchase services under the same terms and conditions; and

NOW THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES.

This is an Agreement to provide fuel services. The SUPPLIER agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement and Attachments, unless stated otherwise in this Agreement. In the performance of this work, the SUPPLIER represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of providers with special expertise in providing fuel 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 SUPPLIER's services will consist of the services set forth in Attachment B.

2. INCORPORATION OF SUPPLIER SERVICES AGREEMENT. Except as stated herein, the terms and conditions of the Region XIV ESC Contract Number 05-72, are designated as Exhibit C to this Agreement and are incorporated herein by this reference.

For the purposes of this Agreement, all references in the Region XIV ESC Contract Number 05-72 to the Participating Entity as NCPA of the Fuel and Fueling Services shall mean the AGENCY, and all references to the Vendor shall mean SUPPLIER.

AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement
- (2) Attachment A-1, Insurance Requirements;

- (3) Attachment B, Scope of Services;
- (4) Exhibit C, Region XIV ESC. Contract Number 05-72;
- (5) Attachment D, Mansfield Oil Company's Pricing Schedule

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 two-year term commencing upon June 2, 2025 and ending on September 30, 2027. The SUPPLIER will furnish the AGENCY with all the goods, materials, equipment and services called for under this Contract, and perform all other work, if any, described in Attachment B.

It is understood that the term of the Contract is subject to the AGENCY's right to terminate the Contract in accordance with Section 17 of this Contract.

4. SUPPLIER'S REPRESENTATIVE. At all times during the term of this Agreement, Dan Luther will serve as the primary staff person of SUPPLIER to undertake, render, and oversee all of the services under this Agreement. All personnel of SUPPLIER assigned to this Agreement will be mutually agreed upon by the Parties in writing. Upon written notice by the SUPPLIER and approval by the AGENCY, which will not be unreasonably withheld, the SUPPLIER may substitute personnel with another person, who will possess similar qualifications and experience for the position.

5. COMPENSATION. The SUPPLIER agrees to provide Fuel and Fueling Services included in Section 1 for a total not-to-exceed amount of Two Million, Five Hundred and Twenty Seven Thousand, Two Hundred and Seventy Three Dollars and Sixty Five Cents (\$2,527,273.65) in accordance with Exhibit C. The total amount will include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the SUPPLIER. The AGENCY will pay the SUPPLIER in accordance with Section 6.

AGENCY make no promise or guarantee of the total amount of fuel that AGENCY will procure from SUPPLIER under this Agreement. SUPPLIER shall not perform additional services nor bill for expenses incurred for AGENCY not specified by this Agreement unless AGENCY request and approve in writing the additional costs for such services. AGENCY shall not be liable for any additional expenses of SUPPLIER not specified in this Agreement unless AGENCY first approve such expenses in writing.

6. MANNER OF PAYMENT. The SUPPLIER must submit 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 25-J-CO-094 and the AGENCY Project Manager's name, Henry Flores. The AGENCY will endeavour to pay approved invoices/billing statements within 30 calendar days of their receipt. Submit one copy of each invoice as a PDF via email to AccountsPayable@samtrans.com. The AGENCY reserves the right to withhold payment to the SUPPLIER if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY

reserves the right to withhold payment for any invoice that does not match the PO lines until SUPPLIER resubmits a corrected invoice. The AGENCY will provide written notice to the SUPPLIER within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until SUPPLIER performs all required Agreement expiration or termination obligations. If SUPPLIER 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 SUPPLIER does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision. Supplier may pause or terminate services if payment is withheld for undisputed invoices.

The AGENCY is exempt from the payment of Federal Excise and Transportation taxes, so such taxes must NOT be included on invoices. Applicable fees and taxes shall be included as separate line items on each billing invoice. This Agreement is subject to applicable California Sales and Use Taxes which shall be included on invoices as appropriate.

The SUPPLIER is advised that the Agency requires that the SUPPLIER include with its invoice the delivery truck meter print out (ticker), the Bill of Lading (BOL) from SUPPLIER's supplier, and a delivery receipt.

7. CHANGES. The AGENCY may at any time, upon mutual written agreement between the AGENCY and SUPPLIER, 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.

8. INSURANCE REQUIREMENTS. Refer to Attachment A-1, appended hereto, for the Insurance Requirements.

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

10. CALIFORNIA PUBLIC RECORDS ACT (CPRA) REQUESTS. As required by applicable law, SUPPLIER consents to the release of this Agreement and any portion of its proposal that is not designated confidential, and waives all claims against the AGENCY, its directors, officers, employees, and agents, for the disclosure of such information. SUPPLIER 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 designated confidential by SUPPLIER. If SUPPLIER 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.

11. **ASSIGNMENT.** Neither this Agreement, nor any part hereof, nor any monies due or to become due hereunder, may be assigned by SUPPLIER without the prior written approval of AGENCY.

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

13. **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.

14. **RESPONSIBILITY: INDEMNIFICATION.** The SUPPLIER will indemnify, keep and save harmless the AGENCY and its 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 Contract by the SUPPLIER caused by a negligent act or omission or willful misconduct of the SUPPLIER or its employees, subcontractors, subconsultants or agents; or

B. Any allegation that materials or services provided by the SUPPLIER under this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; or

The SUPPLIER 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 SUPPLIER will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Contract.

15. **WARRANTY.** SUPPLIER warrants that its services will be performed in accordance with the standards of practices of comparable fueling service firms at the time the services are rendered. In the event that any services provided by the SUPPLIER hereunder are deficient because of SUPPLIER's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the SUPPLIER within a reasonable time. The AGENCY thereafter will have: (1) The right to have the SUPPLIER re-perform such services at the SUPPLIER's expense; (2) The right to have such services done by others and the costs thereof charged to and collected from the SUPPLIER if, within 30 days after written notice to the SUPPLIER requiring such re-performance, SUPPLIER fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance; or (3) The right to terminate the Contract for default. The SUPPLIER will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

16. **MAINTENANCE, AUDIT AND INSPECTION OF RECORDS.** Any costs associated with the audit services conducted by the California State Controller pursuant to this

provision shall not be borne by SUPPLIER or any subcontractor/subconsultant. The SUPPLIER and any subcontractor/subconsultant will, upon at least thirty (30) days prior written notice from the AGENCY, permit the AGENCY, the State Controller, and their authorized representatives, to inspect, examine, make excerpts from, transcribe, and copy books, work, and documents directly relevant to SUPPLIER's performance under this Agreement and to audit and verify statements, invoices or bills submitted by Mansfield Oil Company of Gainesville, Inc. pursuant to this Agreement. Any such audit is not to be conducted more than one per year and shall be conducted in a manner to minimize disruption to SUPPLIER's business. Notwithstanding the foregoing, AGENCY's right to audit under the Agreement shall not extend to any of SUPPLIER's personnel related information or any other SUPPLIER proprietary information. The SUPPLIER and any subcontractor/subconsultants will also provide such assistance as may be reasonably required in the course of such audit. The SUPPLIER 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 under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the SUPPLIER agrees to reimburse the AGENCY for those additional costs within sixty (60) days of written notification by the AGENCY.

17. TERMINATION.

A. Termination for Convenience. The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the SUPPLIER. Upon receipt of such notice, the SUPPLIER 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 SUPPLIER, in accordance with the provisions of Sections 5 and 6, a) all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination, b) all fees for Services performed up to the date of termination that have not previously been invoiced (it being understood and agreed that, if Services are being charged on a flat fee basis, SUPPLIER will be entitled to a pro rata portion of the flat fee based upon the portion of the Services completed) and all pre-approved expenses incurred in the provision of such Services which have not been reimbursed, and c) all amounts that SUPPLIER may have paid or be required to pay to subcontractors for Services performed through the effective date of termination and any early termination penalties incurred by SUPPLIER to such third parties as a result thereof. SUPPLIER 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. SUPPLIER and its subcontractors must cooperate in good faith in any transition to other vendors or suppliers 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 SUPPLIER fails to perform any of the provisions of this Agreement, the AGENCY may find the SUPPLIER to be in default and shall provide, in writing and with reasonable specificity, the basis for claiming such default to SUPPLIER. After delivery of such written notice to SUPPLIER of default, AGENCY may terminate the Agreement for default if the SUPPLIER 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 SUPPLIER 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 SUPPLIER or for appointment of a receiver for SUPPLIER'S property, AGENCY may terminate this Agreement immediately without the thirty day cure period.

Upon receipt of a notice of termination for default, the SUPPLIER may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the SUPPLIER 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 SUPPLIER's actual or projected lost profits had the Supplier 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.

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.

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

The SUPPLIER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The SUPPLIER shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the SUPPLIER 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 SUPPLIER shall 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 SUPPLIER 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, SUPPLIER 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. SUPPLIER and subcontractors shall insure

that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUPPLIER 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. SUPPLIER 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.

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

19. WAIVER. It is expressly understood and agreed by and between the parties hereto that a waiver of any conditions of this Agreement shall not be considered a waiver of any of the other conditions hereof.

20. 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.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is not for the benefit of any person or entity other than the parties.

22. APPLICABLE LAW. This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The SUPPLIER 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.

23. NOTICES. All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager, Henry Flores, and the SUPPLIER's Representative, Dan Luther at dluther@mansfieldoil.com. 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 San Mateo County Transit District 1250 San Carlos Avenue San Carlos, CA 94070
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With a copy to:	Director, Contracts and Procurement San Mateo County Transit District 1250 San Carlos Avenue San Carlos, CA 94070
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If to the SUPPLIER:

Mansfield Oil Company of Gainesville, Inc.
Attn: Dan Luther, VP – Government Sales
1025 Airport Pkwy SW
Gainesville, GA 90501
dluther@mansfieldoil.com

24. OWNERSHIP OF WORK. All materials prepared, or in the process of being prepared for the services to be performed by SUPPLIER and all data 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 SUPPLIER 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 SUPPLIER will replace them at its own expense and the SUPPLIER assumes all risks of loss, damage, or destruction of or to such materials. The SUPPLIER may retain a copy of all material produced under this Contract for its use in its general business activities. The SUPPLIER represents and warrants that all materials prepared under this Contract are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Contract do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

25. CONFIDENTIALITY. Any AGENCY materials that the SUPPLIER has access or materials prepared by the SUPPLIER during the course of this Contract (“confidential information”) will be held in confidence by the SUPPLIER, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the SUPPLIER as necessary to accomplish the rendition of services set forth in Section 1 of this Contract. The SUPPLIER, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Contract, whether deemed confidential or not, without the approval of the AGENCY’s General Manager/CEO or designee.

26. ATTORNEY'S 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.

27. RIGHTS AND REMEDIES OF THE AGENCY. In the event the SUPPLIER fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies. 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.

28. 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.

29. ENTIRE AGREEMENT; MODIFICATION. This Agreement, 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 SUPPLIER 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.

DRAFT

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:**

Signature: _____

Print: _____ Michelle Bouchard _____

Title: _____ Executive Director _____

Date: _____

**MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.:**

Signature: _____

Print: _____ Dan Luther _____

Title: _____ Vice President, Government Sales _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Attorney for the Agency

* Note: If Supplier is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

(1) the President, Vice President, or Chair of the Board; and

(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

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

If the Supplier is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the AGENCY indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

ATTACHMENT A-1: INSURANCE REQUIREMENTS

INSURANCE

The insurance requirements specified in this Section shall cover SUPPLIER'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 SUPPLIER authorizes to work under this Agreement. SUPPLIER 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. SUPPLIER is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, SUPPLIER shall assume any and all costs and expenses that may be incurred in fulfilling SUPPLIER's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event SUPPLIER 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 SUPPLIER's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Agreement, SUPPLIER shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

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

- a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits of \$10,000,000 per occurrence.
- c. If the California Labor Code requiring Workers' Compensation applies, the SUPPLIER shall also maintain Employer's Liability coverage with minimum limits of \$2 million.
- d. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$2** million per occurrence or claim and a general aggregate limit of at least **\$2** million. Such insurance shall cover all of SUPPLIER'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:
 - SUPPLIER's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the JPB, if any.
 - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

5. SUPPLIER's Pollution Liability Insurance and/or Environmental Liability insurance.

SUPPLIER's Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **\$10** million per occurrence or claim and a general aggregate limit of at least **\$10** million. The policy shall also cover economic loss to the JPB. If SUPPLIER disposes of Hazardous Materials under this Agreement, SUPPLIER shall designate the disposal site and provide a certificate of insurance from the disposal facility to the JPB.

The SUPPLIER's Business Automobile Liability Coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the General Liability and Automobile policies or by a separate policy.

- a. This insurance shall include coverage for, but not be limited to:
 - Sudden and accidental discharges.
 - Gradual discharges.
 - Clean-up of pollutants and disposal thereof.
 - Mold, asbestos or lead, if an abatement contract.
- 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.

B. ENDORSEMENTS

1. Additional Insured.

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

2. Waiver of Subrogation.

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

3. Primary Insurance.

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

4. Separation of Insureds.

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

C. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, SUPPLIER shall provide to Insurance Tracking Services, Inc. (ITS), the JPB's authorized insurance

consultant, a Certificate of Insurance with respect to each required policy to be provided by the SUPPLIER under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The JPB Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

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

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

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

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

OR

Email Address: smt.certificates@instracking.com

OR

Fax: (562) 435-2999

2. Acceptable Insurers.

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

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the JPB and SUPPLIER's agreement to waive subrogation against the JPB respecting any and all claims that may arise, SUPPLIER'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 SUPPLIER's personnel and equipment have been removed from the JPB property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. Claims Made Coverage.

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

- a. Policy retroactive date coincides with or precedes the SUPPLIER's start of work (including subsequent policies purchased as renewals or replacements).
- b. SUPPLIER 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, SUPPLIER 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.

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

In the event that the policy of the SUPPLIER or any subcontractor contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, SUPPLIER 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 SUPPLIER,

subcontractor, or any of their officers, directors, employees, agents, or suppliers,
even if SUPPLIER or subcontractor is not a named defendant in the lawsuit.

~ END OF INSURANCE ~

DRAFT

ATTACHMENT B: SCOPE OF SERVICES

PENINSULA CORRIDOR JOINT POWERS BOARD (CALTRAIN)

1. FUEL TYPE AND SERVICES

The fuel type and fueling services supplied under this Agreement for the AGENCY shall be for

- No. 2 CARB Red-Dyed Ultra-Low Sulfur Diesel Fuel (Fuel)
- No. R99 ULR (Renewable Diesel)

2. DELIVERY LOCATIONS / TIMES / HOLIDAYS

The delivery locations are as follows:

A. Gilroy Rail Yard

7150 Monterey Road
Gilroy, CA 95020

Direct to Locomotive (DTL) Delivery

Delivery is arranged on an "as needed" basis and delivered to the Laurel Avenue side.

Delivery Hours: 10:00 p.m. through 5:00 a.m.

Deliveries Accepted: Monday through Friday

B. Centralized Equipment Maintenance and Operations Facility (CEMOF)

1 CEMOF Way
San Jose, CA 95126

Direct to Tank (DTT) Delivery

Delivery Hours: 24 hours a day

Deliveries Accepted: Seven days a week

****Delivery only upon request***

C. San Francisco Rail Yard (7th & Townsend)

425 Townsend Street
San Francisco, CA 94080

Direct to Locomotive (DTL) Delivery

Delivery is arranged on an "as needed" or emergency" basis

Delivery Hours: 6:00 p.m. through 2:30 a.m.

Deliveries Accepted: Monday through Friday

****Delivery only upon request***

The normal flow of operations at the above-stated locations shall not be disrupted while fuel deliveries are being made.

Holidays

SUPPLIER shall observe only those holidays observed by the AGENCY, which are as follows:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (3rd Monday in January)
3. Memorial Day (last Monday in May)
4. Independence Day (July 4)
5. Labor Day (1st Monday in September)
6. Thanksgiving Day (4th Thursday in November)
7. Christmas Day (December 25)

3. FUEL STORAGE CAPACITIES

A. ULTRA-LOW SULFUR DIESEL FUEL STORAGE TANK CAPACITIES

Fueling is by Direct-To-Tank (DDT) into above-ground tanks at the Centralized Equipment Maintenance and Operations Facility (CEMOF) in San Jose and by Direct-To-Locomotive (DTL) trackside at the rail yards in San Francisco and Gilroy:

- **CEMOF**
Capacities: No. R99 ULR (Renewable Diesel) or Red-Dyed, Diesel Fuel
2 each, 35,000 above ground stationary tanks
- **San Francisco***
Capacities: No. R99 ULR (Renewable Diesel) or Red-Dyed, Diesel Fuel
Up to 4 each, 750 gallons per locomotive at 7th and Townsend St. Rail Yard
**Delivery only upon request*
- **Gilroy**
Capacities: No. R99 ULR (Renewable Diesel) or Red-Dyed, Diesel Fuel
Up to 5 each, 700 gallons per locomotive at Monterey Rd. Rail Yard

4. EQUIPMENT AND ADDITIVE REQUIREMENTS FOR TRACKSIDE FUELING SERVICE (San Francisco and Gilroy locations only)

A. EQUIPMENT FOR TRACKSIDE FUELING SERVICES

Fuel will be pumped directly from SUPPLIER's truck to locomotive. The Direct-to-Locomotive trackside fueling services (fuel truck and driver) are needed at the San Francisco and Gilroy locations only. SUPPLIER must be capable of pumping 100 gallons of fuel per minute directly

into locomotive. SUPPLIER shall provide all necessary fittings and adapters to fuel these locomotives. Nozzles must fit a Snyder 766-EMD-4-fuel tank fill adapter. Delivery truck is to be made with a metered delivery truck capable of providing a printed delivery ticket with each delivery imprinted with the number of gallons provided.

The SUPPLIER shall comply with all federal, state and local laws covering meter calibration and shall have available meter calibration records for JPB verification upon request. At no time shall the SUPPLIER use trucks equipped with meters that have not been calibrated within the previous 12 months.

B. STANDBY TIME

The AGENCY may require Direct-to-Locomotive, Tracksides fueling services (fuel truck and driver) outside of normal delivery times at AGENCY's rail yards in San Francisco and Gilroy, CA. Standby Time is defined as the estimated waiting or standby hours associated with providing fuel and fueling services outside of the Normal Delivery Hours per Section 2 above.

5. TIME FOR PERFORMANCE PER DELIVERY

The AGENCY, unless otherwise stated by written agreement, will order Fuel by telephone at least twenty-four (24) hours prior to the required date and time for delivery. SUPPLIER shall provide Fuel within the agreed delivery procedures, times and locations for the Agency.

Bulk deliveries of Fuel must be accompanied by documentation from the SUPPLIER's supplier showing the amount of Fuel picked up by the SUPPLIER from its supplier (e.g., a bill of lading).

In the event of emergency fuel supply needs arising from the failure of either of the Agency's fuel supply systems, power outages, or from natural disasters, the SUPPLIER shall guarantee the AGENCY the exclusive use of pump-equipped supply tankers for AGENCY's employees to directly dispense fuel into equipment at AGENCY's facilities/locations, or alternate staging areas designated by the AGENCY. Such emergency supply will be made available within 12 hours of notification by AGENCY to the SUPPLIER and will be supplied at the same fuel cost as regular deliveries, plus reasonable standby equipment charges, unless the SUPPLIER is unable to do so as a result of a natural disaster. In any case, SUPPLIER shall immediately notify the AGENCY of its inability to supply fuel, and or delivery services.

The AGENCY has delivery requirements that must be adhered to in the performance of this Agreement. The AGENCY intends to purchase the fuel specified under this Agreement from the SUPPLIER. However, if the SUPPLIER misses deliveries, or otherwise does not perform the services contracted for and is not able to remedy the breach of contract within the parameters established in the Agreement, the AGENCY reserves the individual right to purchase fuel and fueling services from an alternate supplier to accommodate missed deliveries and maintain required minimum fuel levels.

6. FUTURE FUEL SPECIFICATION CHANGES

During the term of this Agreement, the AGENCY may require a change in the specification of the ultra-low sulfur diesel fuel or No. R99 ULR (Renewable Diesel) supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, the AGENCY shall notify the SUPPLIER in writing of the requested change. The SUPPLIER shall provide the AGENCY with the change in the cost per gallon of fuel to the original pricing schedule.

If AGENCY and SUPPLIER cannot reach an agreement on the added cost for the requested change, the Agreement may be terminated by either party with 60 days written notice to the other party. Until termination, the reasonable determination of the AGENCY's **Director of Maintenance** as to the cost of the new fuel shall prevail.

7. STOCK AND FUEL MONITORING REQUIREMENT

SUPPLIER shall be responsible for monitoring the fuel levels and to coordinate deliveries to maintain fuel at a "keep full" basis. SUPPLIER must keep or have access to adequate stock/supply of specified fuel on hand in order to satisfy the AGENCY's normal requirements under the Agreement and to meet the AGENCY's requirements in case of any operating emergencies.

SUPPLIER shall be responsible for monitoring the OPIS index and must notify the AGENCY immediately of any impending increases or volatile fluctuations in fuel prices. In the event of an emergency, the AGENCY may call for a top off or "a keep full" basis of all of storage tanks and designated locomotives to take advantage of the lower fuel prices prior to an increase in prices. SUPPLIER must treat the AGENCY as a priority in the event of an emergency.

~END OF SCOPE OF WORK~

EXHIBIT C: REGION XIV EDUCATION SERVICE CENTER (ESC). CONTRACT NUMBER 05-72

DRAFT

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Mansfield Oil Company of Gainesville, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 05-72, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Bulk Fuel;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount


Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee \$0.005 per gallon. (half cent). Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions


- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: September 1, 2022

Vendor:

Mansfield Oil Company of Gainesville, Inc.

Name: Dan Luther
Title: VP, Government Sales
Address: 1025 Airport Pkwy SW
Gainesville, Ga 30501
Signature: 
Dan Luther (Jul 21, 2022 13:37 EDT)
Date: 7/21/2022

Tab 3- Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Maryland	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Alaska	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Michigan	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Texas
<input type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Utah
<input type="checkbox"/> Colorado	<input type="checkbox"/> Missouri	<input type="checkbox"/> Vermont
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Montana	<input type="checkbox"/> Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Nevada	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Florida	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Georgia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Hawaii	<input type="checkbox"/> New Mexico	
<input type="checkbox"/> Idaho	<input type="checkbox"/> New York	
<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina	
<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota	
<input type="checkbox"/> Iowa	<input type="checkbox"/> Ohio	
<input type="checkbox"/> Kansas	<input type="checkbox"/> Oklahoma	
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Oregon	
<input type="checkbox"/> Louisiana	<input type="checkbox"/> Pennsylvania	
<input type="checkbox"/> Maine	<input type="checkbox"/> Rhode Island	

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Gainesville,
State of Georgia

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

A publically held corporation; therefore, this reporting requirement is not applicable.

☒

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐

Manufacturer Direct

☐

Certified education/government reseller

☒

Authorized Distributor

☐

Manufacturer marketing through reseller

☐

Value-added reseller

☐

Other:

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: **Kim Bennett**

Title: **Sr. Customer Relationship Manager**

Company: **Mansfield Oil Company of Gainesville, Inc.**

Address: **1025 Airport Pkwy SW**

City: **Gainesville**

State: **Georgia**

Zip: **30501**

Phone: **678-450-2092**

Email: **Kbennett@mansfieldoil.com**

- Purchase Orders

Contact Person: Kim Bennett

Title: Sr. Customer Relationship Manager

Company: Mansfield Oil Company of Gainesville, Inc.

Address: 1025 Airport Pkwy SW

City: Gainesville

State: Georgia

Zip: 30501

Phone: 678-450-2092

Email: Kbenett@mansfieldoil.com

- Sales and Marketing

Contact Person: Joe Bello

Title: Strategic Account Executive II

Company: Mansfield Oil Company of Gainesville, Inc.

Address: 1025 Airport Pkwy SW

City: Gainesville

State: Georgia

Zip: 30501

Phone: 800-695-6626

Email: Jbello@mansfieldoil.com

- ♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes

☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes

☐ No

Tab 4- Vendor Profile

Simplifying Fuel Supply & Logistics Across North America



Mansfield Energy is the trusted partner to fleets and organizations across North America – solving their most demanding energy procurement, supply and logistics challenges. Founded in 1957, Mansfield Energy is family-owned, headquartered in Georgia, and operates in every U.S. state and all 10 Canadian provinces.

Leader in North American Fuel Supply

✓ **60+**
YEARS OF LASTING
Customer
Relationships

Delivering over
3 BILLION
GALLONS
of fuel & complementary
products annually

8,000
CUSTOMERS
across the
U.S. and Canada

7,250
FUEL
SUPPLY
POINTS

1,500
nationwide
DELIVERY
PARTNERS

“Mansfield has created tremendous value to Ryder and our customers as their business model specifically lends itself to being more flexible and nimble than traditional fuel suppliers.”

- Senior Director of Global Fuel Products | Ryder Systems, Inc.



ABOUT MANSFIELD ENERGY

Mansfield Energy is your One-Stop Energy Partner

RELIABLE FUEL SUPPLY



REFINED FUELS



BIOFUELS



NATURAL GAS



DEF

FLEXIBLE LOGISTICS



FULL TRUCK LOADS



LESS THAN FULL TRUCK LOADS



MOBILE FUELING



WHOLESALE

STRATEGIC SOLUTIONS



CONSIGNED FUEL



DEF



PRICE RISK MANAGEMENT



EMERGENCY RESPONSE



FLEET CARDS



FUEL SYSTEMS & SERVICES



ADDITIVES FUEL QUALITY



LUBRICANTS



WINTERIZED FUEL



ENVIRONMENTAL



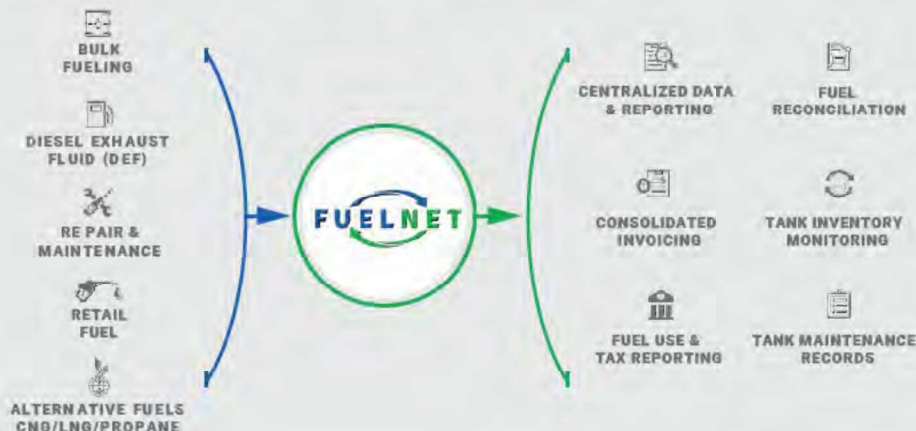
PROPANE

INDUSTRY EXPERTISE

For Hire Transportation
Government, Military
Industrial, Manufacturing
Food Service
Waste Management
Aggregates, Mining
Engineering, Construction
Oil & Gas
Railroads
Marinas
Aviation
Fuel Marketers
Utility Infrastructure
Stationary Power

Integrated Fueling Data Management for Visibility & Control

- Tracks fueling and repairs (bulk, DEF, alternative fuels, retail)
- Integrates seamlessly with Fleet Management and ERP systems
- Simplifies fuel management with comprehensive, actionable data insights



Let Mansfield show you how we can solve your energy procurement and distribution challenges.

Contact us to schedule a consultation. ☎ 800-695-6626 📧 info@mansfieldoil.com

ABOUT MANSFIELD ENERGY

Serving North America's leading companies, organizations and governments, Mansfield Energy provides innovative solutions to the most demanding energy procurement, supply and logistics challenges. Offering a broad range of solutions including fuels, natural gas, data management tools and price risk management services, Mansfield Energy delivers over 3 billion gallons of fuel and complementary products annually to 5,000 customers across the U.S. and Canada. Mansfield Energy is headquartered in Georgia, and operates in every U.S. state and Canadian province.

www.mansfield.energy

Nationwide Fuel Supply

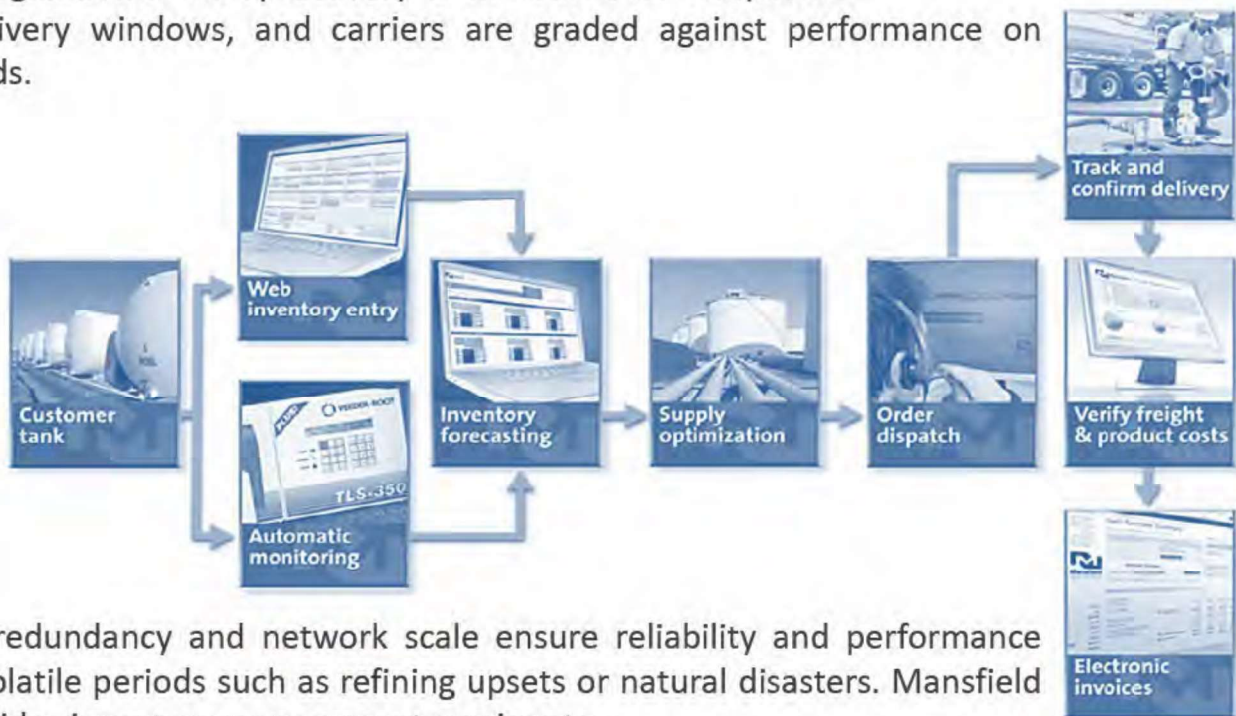
STRONG DELIVERY NETWORK

Mansfield optimizes fuel prices for customers by drawing from a diversified supply portfolio, including:

- Mansfield-owned Fuel Inventory
- Refiner & Pipeline Contracts
- Rack Purchases



Mansfield utilizes a robust network of North American carriers, enabled to tap into Mansfield's 900-terminal supply network to leverage Mansfield's purchasing power and lower costs for customers. All carriers agree to Mansfield's standardized delivery and safety regulations. Every delivery is measured for compliance with delivery windows, and carriers are graded against performance on scorecards.



Built in redundancy and network scale ensure reliability and performance during volatile periods such as refining upsets or natural disasters. Mansfield also provides inventory management services to

optimize purchasing and working capital costs, online access to electronic proof of delivery and electronic bill of lading for every delivery with ERP integration as required, and a comprehensive emergency preparedness program. As the largest provider of delivered fuel in North America, Mansfield is an ideal partner for ensuring competitive and reliable fuel delivery anywhere in the United States and Canada.

Tab 6- References

Tab 7- Pricing

Mansfield's pricing page will be sent in a separate document in conjunction with our proposal.

Tab 8- Value Added Products and Services

Inventory Management

SIMPLIFIED FUELING

Outsource your fueling logistics by allowing Mansfield to manage your fuel inventories and deliveries. With inventory management, Mansfield experts manage each site's fuel supply. Enabled by technology, Mansfield tracks historical usage data and live tank telemetry to ensure every tank has optimal product levels.



SMARTER ORDERING

Eliminate run outs with detailed inventory tracking and scheduled deliveries. Mansfield monitors receipt of product, dispersals, and daily inventory levels for monitoring demand and initiating deliveries. Centralized insight into tank levels also enables you to take advantage of market moves. With total visibility into tank activity, you'll always have the fuel you need.



Need help? info@mansfieldoil.com | 800.695.6626

TENETUP 12wall ?

FUELNET Dashboard Deliveries Invoices Reports Fleet Tank

Account: Ryan Blevins 800-695-6626 info@mansfieldoil.com

Inventory Console

Save Filter: Do not apply filter
Ship-to: All items checked

Search Clear

Ship-to	Tank #	Product	Visual Volume	Equipment Name	Poll Date/Time	Inventory Date/Time	Last Delivery Date	Volume	DCH	Ullage	Company ID	Last Delivery Volume	Temp	Fuel Level	Water Level
ALBIRMA4502-0 FMU1	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:45:00 PM	14522	24	3351	REPUBLIC	4078	62	8165	0.85
ALBIRMA4502-0 FMU1	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU2	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU2	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU3	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU3	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU4	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU4	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU5	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU5	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU6	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU6	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU7	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU7	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
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ALBIRMA4502-0 FMU8	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU9	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU9	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU10	1	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85
ALBIRMA4502-0 FMU10	2	ULSD Clear		Vendor Road T1-S-350 V2, Simulated	10/29/2021 01:00:24 AM	10/26/2021 05:07:59 AM	10/25/2021 12:44:00 PM	14524	7	3245	REPUBLIC	3483	76	55.0	0.85

115 items in Page 12

20 next systems

Enter Stick Readings
Place an Order
Inventory History Report
Monthly Inventory Reconciliation
Compliance

Diesel Exhaust Fluid

Mansfield has been the market leader in DEF supply and logistics since 2009. From strategically located DEF rail cars and terminals to dedicated DEF bulk delivery trucks and nearly 100 DEF distribution partners, Mansfield offers unmatched DEF logistics systems. Mansfield's industry-leading program ensures customers will have product when and where it is required.



Extensive North American DEF Supply

- 35 Production Plant & Marine Terminals
- 50 Rail Terminal Supply Points
- 15 Packaging Plants in North America

Robust Network of Delivery Assets

- 140 DEF Transport Trucks
- Assets Domiciled at Every DEF Supply Point
- 80 Metered Trailers



Advanced DEF Logistics Technology

- End-to-End Order Management
- EDI Ordering
- Remote Tank Monitoring
- Electronic Proof-of-Deliveries
- Integration with Major ERPs



Mansfield possesses a comprehensive understanding of the end-to-end DEF supply and distribution system, offering standardized storage solutions, lower costs, and improved refill operations.

Mobile Fueling

For vehicles, mobile equipment and stationery fuel tanks, Mansfield Mobile Fueling provides competitively priced, reliable fuel supply delivered to you – where and when it's needed. Whether you need clear diesel, dyed diesel fuel, or diesel exhaust fluid, trust the Mansfield Mobile Fueling team to deliver.



PROTECT DRIVER TIME

Driver labor is one of your largest expenses – why pay drivers to spend time finding retail stations or waiting in line? Mobile Fueling is a cost-efficient way to reduce driver time. Mobile Fueling happens while drivers are off the clock. The Mansfield Mobile Fueling team comes to you and fuels your vehicles overnight or another designated time. Your drivers will appreciate not needing to wait in line and you can maximize driver and vehicle resources.

LOCAL SERVICE, NATIONWIDE

When you partner with Mansfield, you benefit from our extensive DeliveryONE network of 1,500 carrier partners and over 900 supply points. Wherever you need fuel, you always have reliable access to competitively priced products.

EXPERIENCED FUELING TEAM

Mansfield's Mobile Fueling partners adhere to strict fueling and environmental standards, undergoing rigorous licensing requirements and equipment inspections. All are commercially licensed with hazmat certification and must maintain high standards for procedural and safety training.



Fleet Card Services

INTEGRATED FUEL CARD PLATFORM

Mansfield Fleet Card services consolidate all vehicle fueling transactions into one secure platform for centralized control, oversight and payment. Mansfield partners with all leading fleet card networks to tailor optimized programs and offer a single view of standardized purchase data from retail, over-the-road and consigned fuels all consolidated via Mansfield's convenient FuelNet portal.



Easily manage every aspect of your fueling program:

- ▶ Set fuel controls
- ▶ Monitor consumption
- ▶ Track and reward driver compliance
- ▶ Manage vehicle maintenance
- ▶ Highlight exceptions to address

CONSOLIDATE ALL FUEL TRANSACTIONS

Mansfield Fleet Cards enable effective fuel management solutions for fleets of any size. Optimizing driver efficiency and lowering costs, Mansfield Fleet Cards can be used everywhere your drivers fuel - retail stations, cardlocks, truck stops, backyard tanks and mobile fueling sites. Our Fleet Cards are accepted at up to 230,000 retail locations nationwide, depending on the network Mansfield leverages, so drivers can fill up virtually anywhere and choose the lowest priced station.

Consigned Fuel Program

Mansfield's Consigned Fuel Program is tailored for savings goals and company-specific requirements. Mansfield helps companies design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide.



How It Works

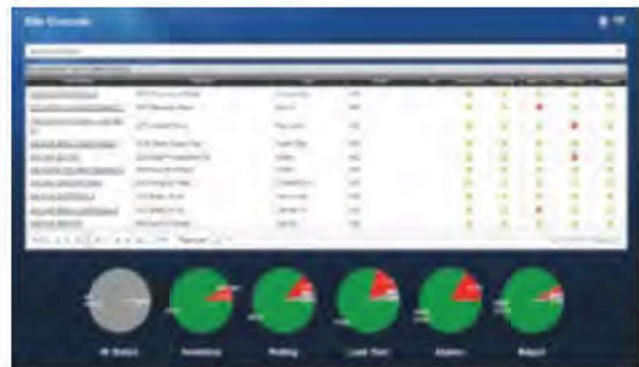
Mansfield purchases the fuel inventory in a customer's fuel tanks, owning the inventory while freeing up customer cash flow. With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and tank compliance.

Companies may allow other entities to use their tank or restrict access to just company-owned equipment. Mansfield bills entities separately as they fuel, automatically delivering transaction details to support invoices. The program is streamlined, automated, and concise to help companies account for usage across multiple entities.

The Consigned Fuel Program

Provides:

- ✓ Freed Up Cashflow
- ✓ Transaction-Level Reporting
- ✓ Flexible Invoicing and Reporting permissions
- ✓ Automatic Agency-Specific Billing and Collections
- ✓ Automatic Accruals and Cost Distribution
- ✓ Monthly Tank Reconciliation



Fuel Price Risk Management

PLAN FOR THE UNEXPECTED

In the energy industry, unpredictable forces such as extreme weather, geopolitical events, pipeline failures and refinery shutdowns can raise fuel prices and potentially damage your bottom line. Mansfield Price Risk Management services can mitigate the impact these and other events may have on your fuel costs.

LOCK IN COST STABILITY TO MEET BUDGET GOALS

Are you gambling that prices will not turn against you? If your organization is exposed to volatile fuel market prices but is not hedging that risk exposure, you may be at risk of higher fuel costs, lower profits and blown budgets. Why assume the risk when you can lock in cost stability, budget goals and peace of mind with Mansfield Fuel Price Risk Management.

RANGE OF FUEL PRICE PROTECTION OPTIONS

There is no "one size fits all" approach to managing fuel price risk, which is why Mansfield Energy offers a range of options tailored to your needs.

Mansfield Price Risk Management benefits include:

- 100% Correlation
- Flexible Volumes
- Nationwide Coverage
- Verifiable pricing



Is Fuel Price Protection Right for You?

If your organization's profitability or customer relations are directly impacted by the inherent volatility in energy markets, then the answer is "yes."

Price risk management should be considered when:

- ✓ **Fuel costs** are not passed through to customers
- ✓ **Your bottom line** is sensitive to fuel costs
- ✓ **Your budgeting process** requires accurate, predictable fuel costs
- ✓ You have **nationwide operations** and require consistent fuel pricing across regions
- ✓ You want to establish **long-term competitive differentiation** by limiting price risk exposure

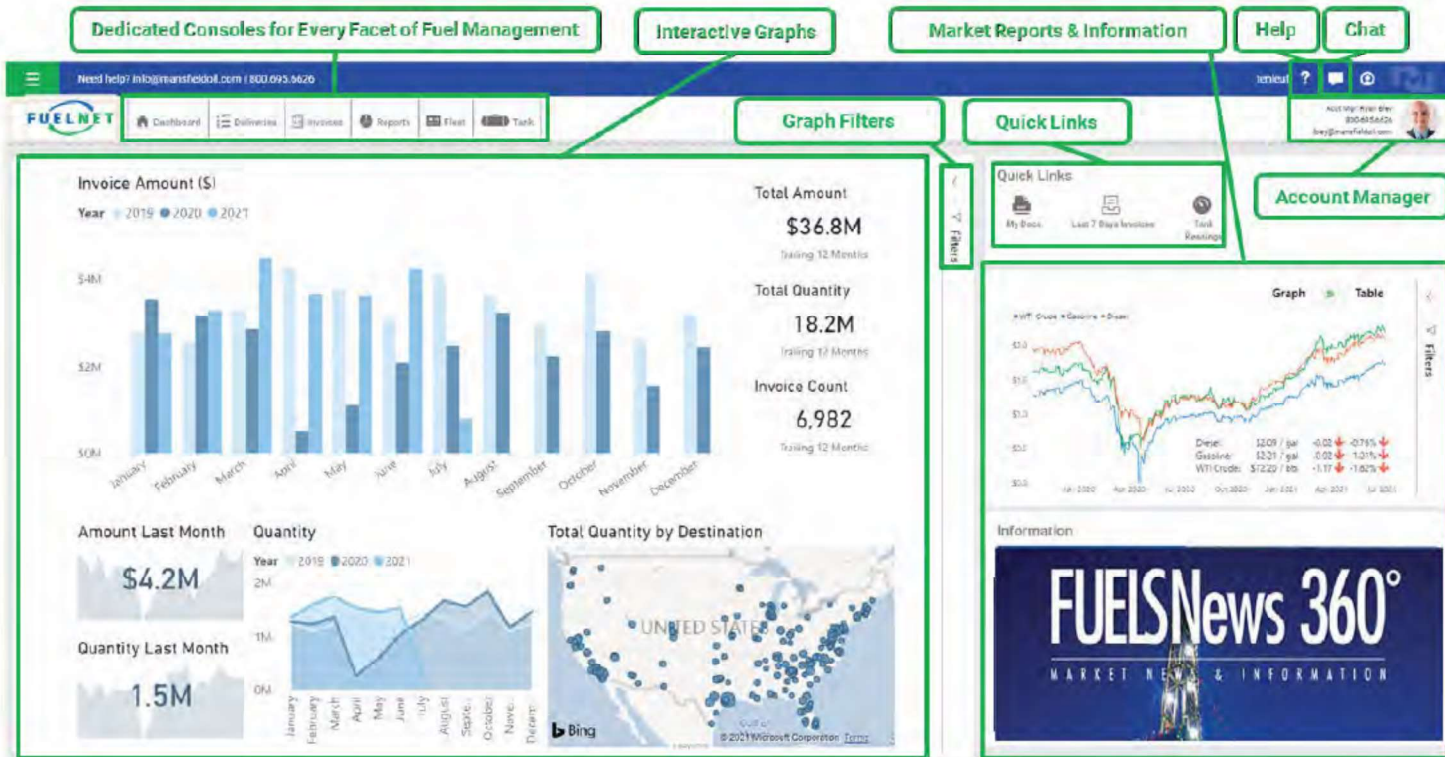
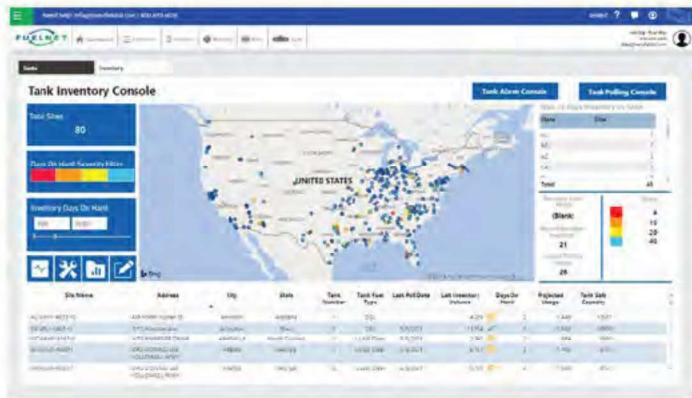
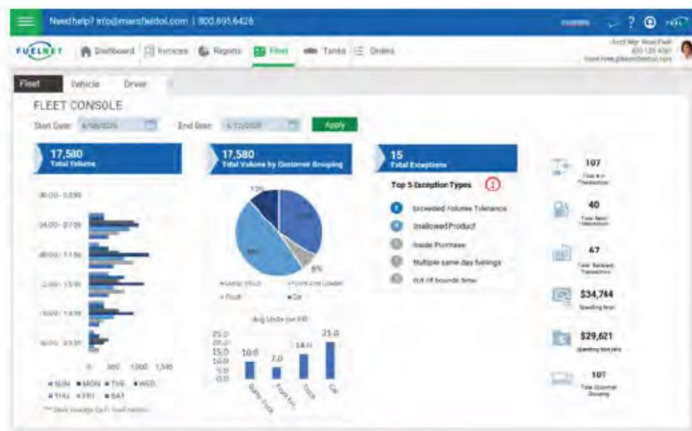


FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:

- Invoices, PODs, & Transaction Data
- Tax Summaries & Reporting
- Online Ordering & Inventory Management
- Fleet Card Administration

FuelNet aggregates every facet of your fuel program into one simple reporting platform, enabling you to manage your business efficiently and accurately from a single [dashboard](#). Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices.

In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor fuel transactional data via the [Reports Console](#). FuelNet's FS&S module enables customers to monitor and poll for tank inventory in real time, track repair and maintenance work orders for a specific location, or look at environmental compliance alarms and history.

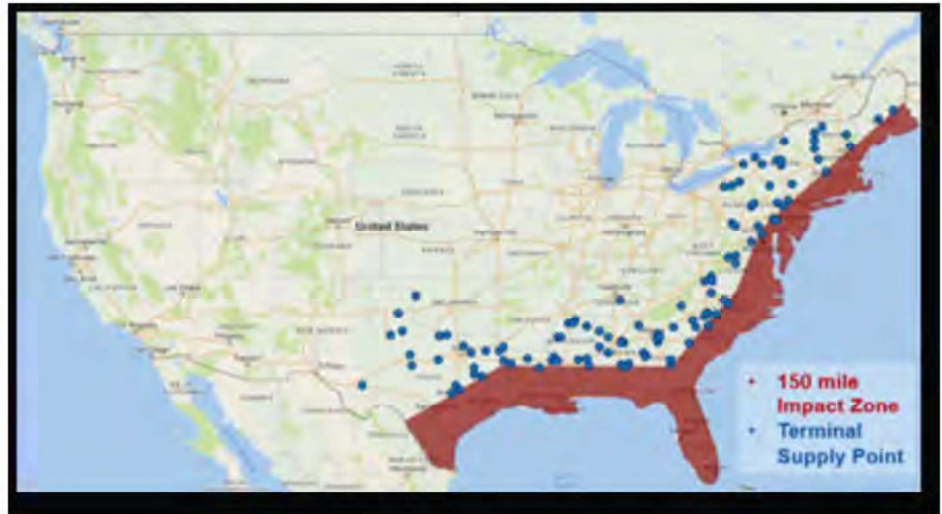


Emergency Response

Ensuring Business Continuity

As a fuel supplier to government, commercial, and retail clients throughout the US, Mansfield maintains a thorough emergency response plan including redundant operations centers and data backup. When emergency situations occur, Mansfield is there to provide for its contractual customers, fully implementing cross-country supply shipments of bulk fuel and transport supply as well as deploying mobile refueling assets when required.

Mansfield currently operates out of over 900 supply terminals nationwide, with more than 7,250 supply access points, and 350 supply contracts for bulk fuel. Mansfield's carrier network involves over 1,500 carrier partners. This service network ensures the redundancy and scale required to ensure Mansfield customers are never out of fuel. Serving over 20,000 customer locations across the country requires Mansfield be well prepared to execute a plan rapidly.



STORM ALERT

September 8, 2019

Hurricane Dorian - Code Green

Now that Dorian has passed, how should your sites go about recovering from the storm's impact on fuel?

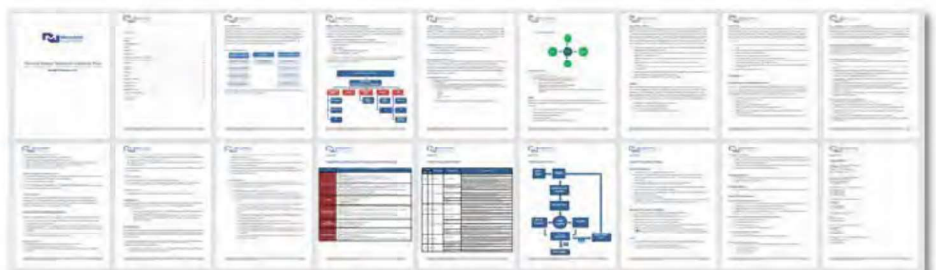
While hurricanes present an immediate operational concern, they can also bring long-term issues for backyard fuel systems. Check out our Hurricane Fueling Guidelines to learn the most important steps you can take to minimize your impact at each affected site.

Hurricane Fueling Guidelines

Mansfield's Storm Advisory Approach
Understanding codes in supply alerts

CODE GREEN	Markets are fully operational and unconstrained.
CODE ORANGE	Markets with impacted fuel and freight operations, requiring elevated internal focus and preparation above Code Green markets.
CODE RED	Markets with significant impacts to fuel and freight operations, requiring the highest internal focus and preparation.

Mansfield's Emergency Response Plan – available upon request – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten fueling operations.



Customer Engagement

For many companies, fuel is one of the largest operational expenses to manage. Understanding the market and getting ahead of evolving trends can pay large dividends in reduced costs and improved efficiencies. Mansfield is committed to helping our customers improve their fueling program through innovation, education, and execution.

TRANSACTIONAL

- ✓ Invoices
- ✓ BOL's
- ✓ Tank Quantities, Alarms, etc.
- ✓ Repair & Maintenance Tickets
- ✓ Vehicle-level Fills
- ✓ Fleet Card Transactions
- ✓ Inspection & Sampling Reports
- ✓ Ad-Hoc Reporting

INFORMATIVE

- ✓ FuelsNews – Daily
- ✓ FuelsNews360 – Quarterly
- ✓ Educational Webinars
- ✓ Supply Team Weather Updates
- ✓ Sales Team Industry Notes
- ✓ CRM Updates
- ✓ Twitter/LinkedIn
- ✓ Market Alerts

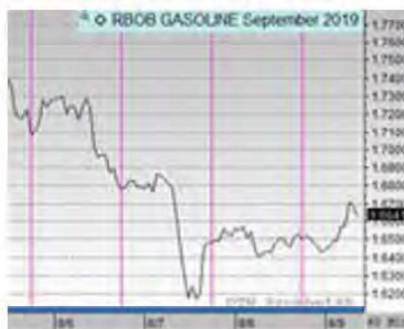
RELATIONAL

- ✓ Quarterly Business Reviews
- ✓ Bi-Weekly Ops Touchpoints
- ✓ Monthly Sales Debriefs
- ✓ Implementation Plans
- ✓ Communications Drafts
- ✓ Customer Metrics
- ✓ Benchmarking Reports
- ✓ Customized Market Outlooks

MARKET NEWS



PRICE TRENDS



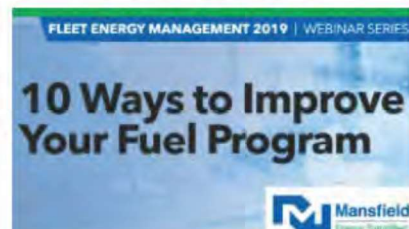
SUPPLY ALERTS



WHITE PAPERS



WEBINARS



Tab 9 – Required Documents

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Mansfield Oil Company of Gainesville, Inc.

Address: 1025 Airport Pkwy SW

City, State, Zip: Gainesville, Ga 30501

Authorized Signature: Dan Luther
Dan Luther (Jul 21, 2022 13:37 EDT)

Date: 7/21/2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Mansfield Oil Company of Gainesville, Inc.</u>
Print Name	<u>Dan Luther</u>
Address	<u>1025 Airport Pkwy SW</u>
City, State, Zip	<u>Gainesville, Ga 30501</u>
Authorized signature	<u><i>Dan Luther</i></u> <small>Dan Luther (Jul 21, 2022 13:37 EDT)</small>
Date	<u>7/21/2022</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Dan Luther
Dan Luther (Jul 21, 2022 13:37 EDT)

Date

7/21/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Mansfield Oil Company of Gainesville, Inc.
Address	1025 Airport Pkwy SW
City/State/Zip	Gainesville, Ga 30501
Telephone No.	800-695-6626
Fax No.	678-450-2285
Email address	Dluther@mansfieldoil.com
Printed name	Dan Luther
Position with company	VP, Governement Sales
Authorized signature	<u><i>Dan Luther</i></u> <small>Dan Luther (Jul 21, 2022 13:37 EDT)</small>

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8 , 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

****Due to the large amount of licenses needed for a National Cooperative all necessary Mansfield Licenses will be provided to each entity that looks to join this contract.**

Mansfield submission

Final Audit Report

2022-07-21

Created:	2022-07-21
By:	Skye Perry (SPerry@mansfieldoil.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqLTHETRUb1DDOEbW1ycmfSuFIIPvUYo9

"Mansfield submission" History

-  Document created by Skye Perry (SPerry@mansfieldoil.com)
2022-07-21 - 5:11:41 PM GMT
-  Document emailed to Dan Luther (dluther@mansfieldoil.com) for signature
2022-07-21 - 5:15:47 PM GMT
-  Email viewed by Dan Luther (dluther@mansfieldoil.com)
2022-07-21 - 5:35:16 PM GMT
-  Document e-signed by Dan Luther (dluther@mansfieldoil.com)
Signature Date: 2022-07-21 - 5:37:07 PM GMT - Time Source: server
-  Agreement completed.
2022-07-21 - 5:37:07 PM GMT

ATTACHMENT D: MANSFIELD OIL COMPANY'S PRICING SCHEDULE

DRAFT

SCHEDULE A – UPDATED CUSTOMER PRICING

Caltrain (Rail)

- Product (exclusive of any applicable taxes)

ULSD CARB Dyed Diesel

- FTL deliveries: OPIS San Jose, CA CARB ULSD Average -\$.0529 per gallon
- LTL deliveries: OPIS San Francisco, CA CARB ULSD Average +\$.0500 per gallon

Renewable Dyed Diesel

- FTL deliveries: OPIS San Jose, CA CARB ULSD Average -\$.0763 per gallon
- LTL deliveries: OPIS San Francisco, CA CARB ULSD Average +\$.0562 per gallon

- Freight Charges (freight charges are a pass through under the Sourcewell contract)

Estimated Average Freight

- FTL Diesel deliveries: \$.0364 per gallon
- LTL Diesel deliveries: \$.3500 per gallon

- Line Item Misc. Charges

- GHG Fee
- Taxes
- Standby Time Fee (when applicable): \$85 per Hour
- Trackside Fueling Time (at trackside sites): \$105 per hour
- AB32 Fee
 - AB32 current rate of .0067 is not applicable on Renewable Diesel

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Kate Jordan Steiner, Chief Financial Officer
For: May 2025 JPB Board of Directors Meeting
Subject: **Receive Quarterly Financial Report for Fiscal Year 2025 Quarter 3 Results and Annual Outlook**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

The Board will receive an update on the financial result for Fiscal Year 2025 (FY25) Quarter 3 (Q3) and a preliminary outlook for the remainder of FY25. This is an informational item.

Discussion

FY25 Q3 Year-to-Date

Caltrain ended FY25 Q3 with a deficit of \$3.2 million, which is \$14.2 million favorable compared to the budgeted deficit of \$17.3 million. This favorable position is primarily the result of revenue gains from ridership recovery and investment income, combined with the timing of vendor invoicing and delayed expenses across multiple areas.

Sources: Total sources were \$1.4 million (0.9 percent) above budget. Major contributing factors include:

- **Caltrain Fares:** \$3.1 million favorable (11.5 percent above budget), driven by strong ridership recovery post-electrification. Ridership reached 55.9 percent of pre-pandemic levels in March, with March year-over-year growth of 57 percent.
- **Other Income:** \$1.9 million favorable (64 percent), due to higher-than-budgeted investment income from the California Asset Management Program (CAMP).
- **Parking Revenue:** \$0.6 million favorable (35.2 percent), reflecting increased demand.

These favorable variances were partially offset by:

- **LCFS (Low Carbon Fuel Standard)/LCTOP (Low Carbon Transit Operations Program)/SRA (State Rail Assistance) Revenues:** \$2.4 million unfavorable (22.5 percent), primarily due to the timing of receipts of LCFS credits.
- **Measure RR Sales Tax:** \$0.5 million unfavorable (0.6 percent), tied to slower-than-anticipated economic activity.

- **Go Pass Revenues:** \$0.5 million unfavorable (4.4 percent), with continued softness in employer participation, staff are working to revamp the program.

Uses: Total uses were \$12.6 million (7.3 percent) below budget. Much of this variance is related to the timing of expense:

- **Professional Services:** \$3.6 million favorable due to timing delays in vendor invoicing.
- **Facilities and Equipment Maintenance:** \$2.8 million favorable from deferred services and timing.
- **OCS (Overhead Contact System)/TPS (Traction Power System) Maintenance:** \$1.9 million favorable with delayed invoices.
- **Debt Service:** \$1.9 million favorable, due to interest timing.
- **Other Expenses & Services:** \$0.9 million favorable, driven by software maintenance, equipment, financial services expenses, and recruiting costs.
- **Managing Agency Admin Overhead Costs:** \$0.6 million favorable however we project updates to cost allocation plan by year-end.
- **Insurance; Claims, Payments, and Reserves:** Each came in favorably versus budget.

These favorable variances were partially offset by:

- **Fuel and Lubricants:** \$0.6 million unfavorable; diesel use is up due to round-the-clock operation of two rescue units at CEMOF (Central Equipment Maintenance and Operations Facility), which move equipment daily and support EMU (electric multiple unit) tows and servicing.
- **Electric Traction Power:** \$0.4 million unfavorable; we will continue to track post-budget revision.

FY25 Year-End Forecast (as of Q3)

The FY25 Year End Forecast projects Caltrain will end the year with a deficit of \$30.0 million, or \$0.6 million (1.9 percent) worse than the budgeted deficit of \$29.4 million. This is due to declining Go Pass/sales tax revenue, delayed LCFS revenue, above budget claims, LOC (line of credit) interest expense, and security services; this is partially offset by strong farebox revenues, other income, and labor vacancy savings.

Forecast Source Highlights: Total Sources of funds are forecasted to be \$0.2 million (0.1 percent) favorable to budget mainly driven by the following:

- **Fare Revenue** projected to exceed budget by \$3.0 million (8.1 percent) due to continued strong ridership post electrification.
- **Other Income** expected to exceed budget by \$3.0 million, mainly due to above budget interest income as we are able to maintain higher balances coupled with higher interest rates for longer than expected, and one-time insurance reimbursement.
- **Parking Revenue** trending \$0.7 million favorable mainly due to strong ridership.

These favorable variances are partially offset by:

- **LCFS/LCTOP/SRA** credits projected to come in \$3.1 million unfavorable due to standard processing times in verification and monetization of LCFS credits.

- **Measure RR Sales Tax** expected to finish approximately \$2.2 million below budget, reflecting sales tax declines.
- **Go Pass** projected to come in \$1.1 million below budget due to reduced employer participation.

Forecasted Uses Highlights: Total Uses of funds are forecasted to be \$0.8 million (0.3 percent) unfavorable to budget due to the following:

- **Managing Agency Admin OH:** \$1.0 million unfavorable (\$0.1 million labor/\$0.9 million non-labor) due to higher managing agency costs in the FY25 ICAP (Individual Career and Academic Plan), driven by added shared services FTEs (full-time equivalents), increased facilities and security costs, and Microsoft licensing.
- **Fuel and Lubricants:** \$0.8 million unfavorable due to unexpected use of non-revenue rescue/shuttle locomotives.
- **Security Services:** \$0.7 million unfavorable with increased contractual rates effective 2025 and additional guard presence.
- **Claims, Payments, and Reserves & Premiums:** \$0.6 million unfavorable due to frequency and magnitude of claims and ensuring reserves align with evolving liabilities. This line can be volatile through year-end close.
- **Utilities & Electric Charges for Traction Power:** Favorable traction power costs from better-than-expected electric train efficiency are expected to be offset by higher water/sewer usage from increased ridership and more frequent pressure washing.

These unfavorable variances are partially offset by:

- **Facilities & Equipment Maintenance:** \$1.6 million favorable mainly due to sales of diesel fleet to Peru reducing cost of storage and transportation, and reduction in Clipper operator charges which will be funded by Clipper float interest income.
- **OCS/TPS Maintenance:** \$0.7 million favorable with reduction in consulting needs.
- **Wages and Benefits:** \$0.6 million favorable driven by vacancies (offset by consultant costs backfilling vacant positions). Caltrain staff are continuing to assess if additional labor savings may be incurred with additional hiring delays.
- **Rail Operator Service:** \$0.4 million favorable mainly driven by vacancies and below budget labor hours in Train Dispatch, Finance, Stations, and Traction Electrification Systems. Note that year-end inventory adjustments may reduce expenses when in-year purchases exceed materials used in that year, as the excess is capitalized as inventory.

Budget Impact

This is an informational item. There is no budget impact. Staff will continue to closely monitor sources and uses over the next month. If Caltrain expenses continue to trend over budget, a budget amendment will be brought in June to request additional budget authority.

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, CalMod Program Director
For: May 2025 JPB Board of Directors Meeting
Subject: **Receive Update on Crossing Optimization Project**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors (“Board”) of the Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”).

Discussion

The Caltrain Crossing Optimization Project provides an advanced technology solution to improve grade crossing warning time performance. This is accomplished by reducing crossing warning system activations and the amount of gate down time at grade crossings resulting from Through Move and scheduled Station Stop trains. This solution is integrated with Caltrain Positive Train Control (PTC) system, which has been operational since September 2019. The project was completed in 2024 using the design-build approach and included the following deliverables:

- Crossing Optimization Concept of Operations
- Rail capacity, schedule management and communication studies
- Optimization crossing functional design.
- Proof of concept demonstration
- Testing and Commissioning of Optimized Crossing system

Inhibit Feature Overview

As part of the Caltrain Wireless Crossing System, the Inhibit Feature is designed to enhance crossing efficiency at locations adjacent to Caltrain stations. Traditionally, railroad crossings activate when a train approaches even if the train is scheduled to stop at the nearby station. This can result in unnecessary gate activations.

The inhibit feature prevents a nearby crossing from activating when the train is making a scheduled stop at the station. The gates then activate when the train begins to depart the station.

The inhibit feature was implemented in January 2025. However, operational monitoring identified on-time performance issues at 10 crossings located directly adjacent to stations, so Caltrain temporarily disabled the inhibit function at these specific sites. The inhibit function remains active at crossings that are close to, but not directly adjacent, to stations. A long-term solution to enable full functionality at the remaining 10 crossings is expected by early 2026.

Monthly Update

1. Project Schedule - Major Milestones for Crossing Optimization Implementation as of December 31, 2024:

Key Project Activity	No of Crossing	Planned Completion	Progress as of 12/31/24	Progress On Track?
220MHZ Study and Approval	n/a	Completed	Completed	Completed
Crossing Group #1 Pilot Cutover Auzerais, Virginia Street, Center Street, Santa Paula, Mission, 16h street	6	04/27/2022	Completed	Completed
Crossing Group #2 Cutover Broadway, Morrell Pd and Oak Grove	3	03/09/2023	Completed	Completed
Crossing Group #3 Cutover Howard Ave, Peninsula Ave, North Lane and Baywater Ave	4	05/14/2024	Completed	Completed
Crossing Group #4 Cutover Bellevue, First Ave, Villa Terrace Ave, Second Ave	4	05/14/2024	Completed	Completed
Crossing Group #5 Cutover Third Ave, Fourth Ave, Fifth Ave, Ninth Ave	4	05/14/2024	Completed	Completed
Crossing Group #6 Cutover Alma St., Churchill Ave	2	06/17/2024	Completed	Completed
Crossing Group #7 Cutover Whipple, Brewster, Broadway, Maple St.	4	07/02/2024	Completed	Completed
Crossing Group #8 Cutover Rengstorff, Castro St., Mary Ave, Sunnyvale Ave	4	06/17/2024	Completed	Completed
Crossing Group #9 Cutover Encinal, Glenwood, Oak Grove, Ravenwood Ave.	4	06/30/2024	Completed	Completed
Crossing Group #10 Cutover South Linden, Scott Street	2	07/23/2024	Completed	Completed

Key Project Activity	No of Crossing	Planned Completion	Progress as of 12/31/24	Progress On Track?
Crossing Group #11 Cutover East Meadow Drive, Charleston Rd	2	12/16/2023	Completed	Completed
Crossing Group #12 Cutover Main St., Chestnut St. Fair Oaks Lane, Watkins Ave.	4	06/30/2024	Completed	Completed
Crossing Group #13 Cutover Mission Bay and 16 th Street	2	07/23/2024	Completed	Completed
Crossing Optimization Final Acceptance	Total 43 crossing	September 2024	12/18/24	Completed

2. Cost – Spend vs Budget with Actuals and Accruals through January 31, 2025

Crossing Optimization Budget and Cost (As of January 31, 2025)

	(A)	(B)	(C)	(D)		(E)	(F) = (C - E)	(G) = (D / E)
Project Cost Analysis	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To-Date (US\$MM)	To-Go (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
Crossing Contractor - WABTEC	\$ 8.08	\$ 1.13	\$ 9.22	\$ 8.21	\$ 1.00	\$ 9.22	\$ (0.00)	89.10%
Program Mngt. & Admin Costs	\$ 4.20	\$ (0.25)	\$ 3.95	\$ 3.50	\$ 0.27	\$ 3.77	\$ 0.19	92.95%
Project Contingency	\$ 0.72	\$ (0.70)	\$ 0.02		\$ 0.01	\$ 0.01	\$ 0.01	0.00%
ICAP	\$ 0.45		\$ 0.45	\$ 0.39	\$ 0.06	\$ 0.45	\$ 0.00	87.18%
Potential Changes			\$ -		\$ -	\$ -	\$ -	
Total Crossing Optimization Project	\$ 13.46	\$ 0.18	\$ 13.64	\$ 12.10	\$ 1.34	\$ 13.45	\$ 0.20	90.03%

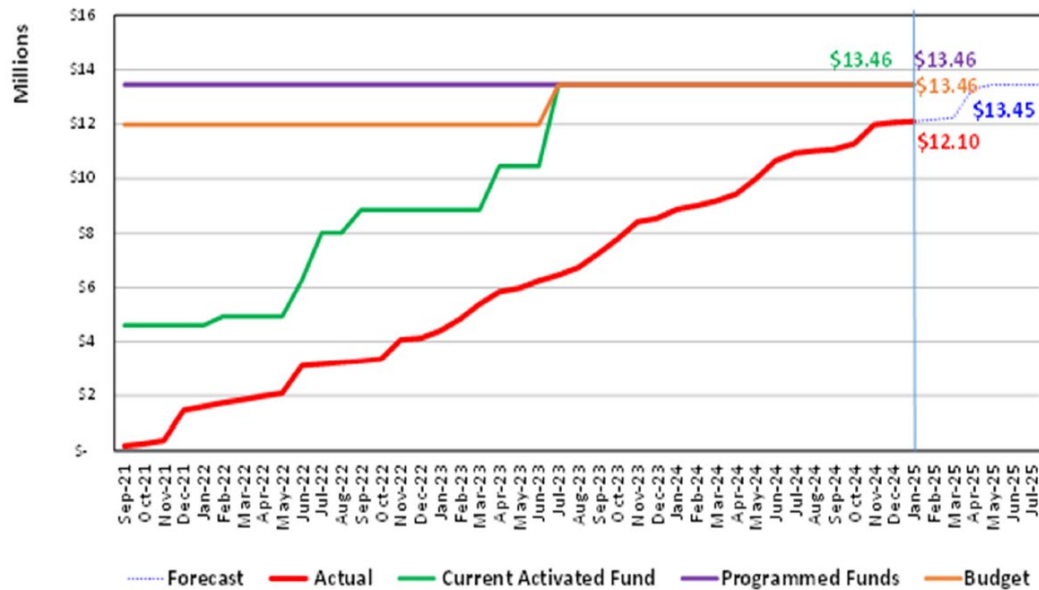
Note:

- 1). Expended and Accruals To-Date is through January 31, 2025;
- 2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for Crossing project delivery;
- 3). % Expended of EAC includes the ongoing Manual Crossing Activation Button work;
- 4). About \$1M will be used for Manual Crossing Activation Button work and will be executed via Maintenance Contract;

3. Cost Curve

JANUARY 2025

Crossing Optimization | Expenditure - Planned vs. Actual



4. Major Activities for January 2025:

- Data Collection and optimization of crossing performance post cutover.
- Final Acceptance was issued on December 18, 2024
- RFA (Request for Amendment) submitted to FRA (Federal Railroad Administration)
- Deployed Inhibit Functions into Production
- Contract close out and retention released

5. Upcoming Key Activities:

- Finalize crossing performance report following final system adjustments.
- Monitoring inhibit Function performance

6. Change Management:

- In June 2022, the JPB approved change order for not to exceed \$4,903,222 to Wabtec contract No. 18-J-T-49 for completion of the crossing optimization work. The Project executed contract Amendment 4 in September 2022.
- In November 2022, the parties executed a \$0 change order (Amendment 5) to modify the payment schedule.
- A change order in the amount \$128,045 was issued for the rework in September 2024.
- In October 2024, the project has executed contract Amendment 6 in the amount \$128,045 with an updated payment schedule.

7. Risk Management:

- All project risks were mitigated; all crossings are in production.

8. FRA Coordination Status:

- As needed coordination calls with FRA Test Monitor.
- Continue development of combined Safety Case update (Crossing Optimization & PCEP 2SC), Caltrain will submit RFA for 2SC/Cross Optimization).

Budget Impact

There is no impact on the budget.

Prepared By:	Sherry Bullock	CalMod Program Director	4/12/2025
	Aaron Marx	Wireless Crossing Technical Program Manager	4/12/2025

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Dahlia Chazan, Chief of Planning
For: May 2025 JPB Board of Directors Meeting
Subject: **Receive Update on Caltrain Strategic Sustainability Plan and Caltrain Climate Vulnerability Study**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

Staff are providing the Board with an update on two Sustainability Program projects. The Caltrain Strategic Sustainability Plan will shape the direction and priority of activities in the Caltrain's Sustainability Program for the next 10 years. The Caltrain Climate Vulnerability Study is a comprehensive assessment of the risks and impacts presented by climate change to the Caltrain system. This report is for informational purposes only.

Discussion

This report and accompanying presentation are submitted to keep the Board apprised of ongoing sustainability actions and to receive feedback on respective project components.

The electrification of the corridor is by far the most impactful sustainability initiative Caltrain has ever implemented. The Strategic Sustainability Plan will identify future actions to further Caltrain's sustainability. It represents the most comprehensive review of agency-wide sustainability activities to date and will produce a prioritized list of sustainability projects and initiatives to undertake over the next decade, as funding is available. Additionally, the Plan will define the vision and values of the Sustainability Program, develop overall sustainability goals, objectives, and targets, and produce criteria for ranking and prioritizing potential projects and initiatives. Staff have provided draft priorities and evaluation criteria for Committee review and comment.

The second project, the Caltrain Climate Vulnerability Study, will assess the risks that present and future climate hazards pose to Caltrain. Previous projects examined hazard impacts to specific asset groups, such as sea level rise impacts to the Peninsula Corridor Electrification Project (PCEP). This project will review all system aspects including the vulnerability of Caltrain's service, infrastructure, right-of-way, operations, riders, and employees to climate impacts. The findings will identify the most acute vulnerabilities and enable Caltrain to seek funding to pursue resiliency initiatives. The project is studying hazards including extreme heat, flooding,

wildfire, and wind. To capture the variety of potential climate impacts to Caltrain's system, the study will incorporate a mix of quantitative and qualitative data. Projections and models for future scenarios will illustrate many of the larger impacts but may miss out on granular, focused impacts. Robust outreach and engagement with staff, riders, and communities along the corridor will complement the projections and models with local and insider information to fill these gaps.

Budget Impact

These projects have no impact on the budget.

Prepared By: Bo Baney

Principal Sustainability Planner

4/10/2025

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Mike Meader, Chief Safety Officer
For: May 2025 JPB Board of Directors Meeting
Subject: **Receive Update on Caltrain Safety Performance**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This item is for informational purposes only.

Discussion

This report and accompanying presentation are submitted to keep the Board advised as to the Safety Performance of Caltrain based upon measurement of Key Performance Indicators (KPIs or metrics). Caltrain is committed to providing a safe work environment for our employees and contractors, and safe and efficient train service for our customers. Caltrain is also committed to continuous improvement through the capture and analysis of KPIs. Regularly reviewing these metrics will enable staff to identify areas needing improvement and focus our activities to achieve improved safety performance.

Caltrain will provide quarterly safety reports to the board and will be sharing this same information with employees as we work to build a stronger Safety Culture consistent with our #1 Core Value – **Safety** – First and Always as well as our System Safety Program Plan (SSPP). These reports will include both lagging safety performance indicators reported to the Federal Railroad Administration (FRA) and leading safety performance indicators. While lagging indicators can alert you to a failure in your safety program or to the existence of a hazard, leading indicators allow an organization to take preventive action to address that failure or hazard before it turns into an incident.

Budget Impact

There is no impact on the budget associated with receiving this informational update. Caltrain's ability to further enhance its safety program is contingent on the availability of funding dedicated to that purpose.

Prepared By: Mike Meader

Chief, Caltrain Safety

4/8/2025

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Dahlia Chazan, Chief, Rail Planning
For: May 2025 JPB Board of Directors Meeting
Subject: **Receive Introduction to Caltrain's Long-Range Service Vision Update**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

Staff will provide the Board with an introductory presentation regarding an effort to update Caltrain's Long-Range Service Vision. This report is for informational purposes only.

Discussion

This presentation will provide Board members with information about staff's effort to update Caltrain's Long-Range Service Vision, a foundational policy document for the railroad. The presentation will include the purpose of Caltrain's Long-Range Service Vision, what it includes, and the process to update the policy. It is important to note that this process is focused exclusively on updating the policy document of Caltrain's Long-Range Service Vision, not revisiting the Caltrain Business Plan process, as described in more detail below. The full text of the current (2019) adopted Service Vision is provided as an attachment to this staff report.

Caltrain's current Long-Range Service Vision was adopted in fall 2019 by the Peninsula Corridor Joint Powers Board (JPB), following an intensive, multi-year technical planning and community engagement process known as the Caltrain Business Plan. The Business Plan process ran from roughly 2017-2020, with final documentation and a summary report published in 2022. The Business Plan served multiple purposes, including building internal technical knowledge across a range of disciplines, addressing questions about how the Caltrain organization would evolve, and cultivating shared alignment across staff, partners, and the public regarding the railroad's future. The Board's 2019 adoption of the Long-Range Service Vision remains the central and most durable policy output of the Business Plan.

As its name implies, the Long-Range Service Vision sets a high-level target for the ultimate development of the railroad's service in the future. It includes reference to specific minimum hourly service levels, service patterns, and associated supporting infrastructure for Caltrain service. Additionally, it includes explicit reference to the JPB's existing agreements with current and future tenant operators (including the California High Speed Rail Authority), as well as references to planned State and regional partner projects that will enable and inform the provision of future service on the corridor when complete. On JPB's mainline, the Long-Range

Service Vision specifies a core service level of 8 trains per hour per direction in the peak periods for Caltrain (section 1 of the Vision), and it directs the railroad to anticipate and consider the potential for expanded service growth beyond 8tphpd as well (section 2 of the Vision).

Since 2019, the Service Vision has provided foundational guidance on plans, projects, and policies that relate to the long-term development of the railroad and management of JPB-owned assets. It has informed the planning and advancement of major terminal and station planning efforts (the Portal, Railyards development at 4th & King in San Francisco, Redwood City Transit Center, Diridon Station) as well as grade separation projects along the corridor.

Additionally, it has informed important policies and plans, including the Rail Corridor Use Policy (RCUP) that guides use of JPB's land assets, the Metropolitan Transportation Commission's Plan Bay Area (regional transportation plan), and Caltrans's State Rail Plan.

The adopted Long-Range Service Vision directs staff to provide periodic updates approximately every five years. In this targeted update in 2025, staff will be proposing updates to the policy document of the Service Vision, not revisiting the Business Plan's extensive, technical process. The update will suggest changes to the Service Vision's policy direction, based on analysis of shifts in Caltrain's market and financial circumstances as well as large societal and economic changes that impact the railroad's business environment. It will also suggest adjustments to improve the functionality of the policy. The process to update the Long-Range Service Vision commenced in spring 2025, and a draft updated policy is planned to be proposed for Board adoption in late summer/early fall 2025.

Budget Impact

This project has no impact on the budget.

Prepared By:	Dahlia Chazan	Chief, Rail Planning	4/7/2025
	Melissa Jones	Deputy Director, Caltrain Policy Development	4/7/2025

THE CALTRAIN 2040 LONG RANGE SERVICE VISION

The following "Caltrain 2040 Long Range Service Vision" has been adopted by the Peninsula Corridor Joint Powers Board (JPB) to guide the long-range development of the Caltrain rail service and supporting plans, policies and projects. This Long Range Service Vision has been based on detailed technical analysis undertaken by Caltrain and its partner agencies as part of the "Caltrain Business Plan" process during 2018 and 2019. This Long Range Service Vision will be periodically reaffirmed and updated by the Board as described in section 4.

- 1) Caltrain's Long Range Service Vision directs the railroad to plan for substantially expanded rail service that, by 2040, will address the local and regional mobility needs of the corridor while supporting local economic development activities. When fully realized, this service will provide:
 - A. A mixture of express and local Caltrain services operated in an evenly spaced, bi-directional pattern
 - B. Minimum peak hour frequencies of:
 - 8 trains per hour per direction on the JPB-owned corridor between Tamien Station in San Jose and San Francisco, extended to Salesforce Transit Center at such time as the Downtown Extension is completed
 - 4 trains per hour per direction between Blossom Hill and Tamien Stations, subject to the securing of necessary operating rights
 - 2 trains per hour per direction between and Gilroy and Blossom Hill Stations, subject to the securing of necessary operating rights
 - C. Off-peak and weekend frequencies of between 2 and 6 trains per hour per direction north of Blossom Hill and hourly between Gilroy and Blossom Hill, with future refinements to be based on realized demand
 - D. Accommodation of California High Speed Rail, Capitol Corridor, Altamont Corridor Express and freight services in accordance with the terms of existing agreements
 - E. Delivery of these services will occur through the incremental development of corridor projects and infrastructure to be further defined through individual planning process, feasibility studies and community engagement. At this time, such infrastructure is conceptually understood to include:
 - i. Investments in rail systems including a new, high performance signal system

- ii. Station modifications including platform lengthening, level boarding, and investments in station access facilities and amenities to support growing ridership and improve customer experience
 - iii. New and modified maintenance and storage facilities in the vicinity of both terminals as well as the expansion of the electrified Caltrain fleet
 - iv. A series of short, 4-track stations and overtakes at various points throughout the corridor
 - v. Completion of key regional and state partner projects including:
 - 1. The Downtown Extension to the Salesforce Transit Center
 - 2. The reconstruction of Diridon Station and surrounding rail infrastructure
 - 3. The reconstruction and electrification of the rail corridor south of Control Point Lick to the Gilroy Station
 - 4. Additional improvements to allow for the operation of High Speed Rail service between Gilroy and San Francisco
 - 5. The substantial grade separation of the corridor as well as safety upgrades to any remaining at-grade crossings, undertaken in a coordinated strategic manner driven by the desires of individual local jurisdictions as well as legal requirements associated with any proposed 4-track segments.
- 2) Caltrain's Long Range Service Vision further directs the railroad to continue its planning for a potential "higher" growth level of service as well as potential new regional and mega-regional connections. Specifically, the Long Range Service Vision directs the railroad to:
 - A. Work with regional and state partners to collectively plan for and study the feasibility of higher levels of service as well as expanded regional and mega-regional rail connections. This work includes planning related to the Dumbarton Rail Corridor, a potential second Transbay Crossing, the potential for expanded Altamont Corridor Express and Capitol Corridor services, a potential extension of rail service to Monterey county, and ongoing planning related to the California High Speed Rail system.
 - B. To take certain specific actions to anticipate and, where feasible and financially practicable, facilitate, such higher levels of service and connections as they specifically relate to:
 - i. The planning of rail terminals and related facilities
 - ii. The sale or permanent encumbrance of JPB land
 - iii. The design of grade separations in areas where 4-track segments may be required
 - iv. The sizing of future maintenance facilities and storage yards

- C. To return to the Board with a recommendation regarding any formal expansion of the Long Range Service Vision at such a time as clear regional and state policy commitments are in place, the financial, operational and physical feasibility of such an option on the corridor has been confirmed, and community impacts have been assessed and affected communities have been consulted.
- 3) Caltrain's Long Range Service Vision directs the railroad to prepare for the implementation of the Vision by:
 - A. Completing the Caltrain Business Plan including additional analyses of issues related to funding, connectivity and access, and equity as well as the identification of a detailed implementation program of next steps and follow on work
 - B. Evolving the organization in a manner that best prepares the railroad to deliver the service vision by deliberately and transparently addressing the issues of service delivery, internal organization and governance
 - C. Seeking the new and dedicated sources of funding that will be needed to sustain the railroad's operation and to incrementally implement the long range service vision
- 4) Finally, Caltrain's Long Range Service Vision directs the railroad to periodically reaffirm the Vision to ensure that it continues to provide relevant and useful guidance to the railroad. Such reaffirmations should occur:
 - A. At a regular intervals of no less than 5 years
 - B. In response to significant changes to JPB or partner projects that materially influence the substance of the Long Range Service Vision

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, CalMod Program Director
For: May 2025 JPB Board of Directors Meeting
Subject: **Receive Update on Battery Electric Multiple Unit (BEMU) Project**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors (“Board”) of the Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”).

Staff will provide monthly updates covering Battery Electric Multiple Unit (BEMU)-related activities during the reporting month and a preview of activities anticipated to take place during the current month.

Discussion

The battery electric multiple unit pilot project (BEMU Pilot) is a research and development project with the end goal of producing a BEMU qualified to run on the general railroad system, and on Caltrain’s right-of-way including the Gilroy Extension specifically under battery power.

The BEMU is a change order option train ordered from Caltrain’s EMU contract and is a shorter version of a fully capable EMU paired to a battery cab car designed to run in daily round-trip service from Gilroy to San Jose. The BEMU has four cars, three of which accommodate passengers with a total of 280 seats. The BEMU will be charged under the overhead catenary system (OCS) either stationary or in service, travel to Gilroy and have its charge “topped off” during overnight layover in Gilroy at the standard 480V train plug before returning north.

Stadler is responsible for design, procurement, manufacturing, installation, testing and commissioning of the BEMU. The BEMU will be equipped with Positive Train Control and qualified on both the non-electrified portion of Caltrain service on Union Pacific Railroad territory as well as the Caltrain Right-of-way electrified portion. BEMU PTC (Positive Train Control) will require detailed documentation and approval by the Federal Railroad Administration.

MONTHLY UPDATE

- 1. Project Schedule – Battery Electric Multiple Unit (BEMU) project baseline schedule was established on April 22, 2024. The following are the status of major Milestones as of March 31, 2025:**

<u>Key Project Activity</u>	<u>NTP + months estimated in Change Order</u>	<u>Planned Completion (Baseline)</u>	<u>Progress as of 03/31/2025</u>	<u>Progress On Track?</u>	<u>Notes</u>
Stadler Notice to Proceed	0	08/25/23	Completed	Completed	
Approval of Master Program schedule	3	04/22/24	Completed	Completed	
Conceptual Design Review (CDR)	12	11/01/24	Completed	Completed	
Preliminary Design Review (PDR)	16	10/15/25	In Process	On Track	
Final Design Review (FDR)	20	01/12/26	In Planning	On Track	
Battery First Article Inspection	30	05/10/26	In Planning	On Track	
Completed Carshells	40	05/15/26	In Planning	On Track	
Authorization to Ship to Transportation Test Center	45	05/25/27	In Planning	On Track	
Completion of Testing at TTC	50	11/10/27	In Planning	On Track	
Conditional Acceptance – BEMU Ready for Revenue Service	55	04/15/28	In Planning	On Track	
Final Acceptance	60	06/20/28	In Planning	On Track	

- 2. Cost – Spend vs Budget with Actuals and Accruals through March 31, 2025**

Project 100782 BEMU - Budget and Cost (As of March 31, 2025)

	(A)	(B)	(C)	(D)		(E)	(F) = (C - E)	(G) = (D / E)
Project Cost Analysis	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To-Date (US\$MM)	To-Go (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
Contractor - STADLER	\$ 60.98	\$ 0.72	\$ 61.70	\$ 18.22	\$ 43.48	\$ 61.70	\$ -	29.53%
Other Contracts	\$ 1.31		\$ 1.31	\$ -	\$ 1.31	\$ 1.31	\$ -	0.00%
Program Mngt. & Admin Costs	\$ 9.64		\$ 9.64	\$ 0.18	\$ 9.35	\$ 9.52	\$ 0.12	1.86%
Project Contingency	\$ 7.47	\$ (0.72)	\$ 6.75		\$ 6.67	\$ 6.67	\$ 0.08	0.00%
ICAP	\$ 0.60		\$ 0.60	\$ 0.00	\$ 0.79	\$ 0.80	\$ (0.20)	0.59%
Total BEMU Project	\$ 80.00	\$ -	\$ 80.00	\$ 18.40	\$ 61.60	\$ 80.00	\$ (0.00)	23.00%

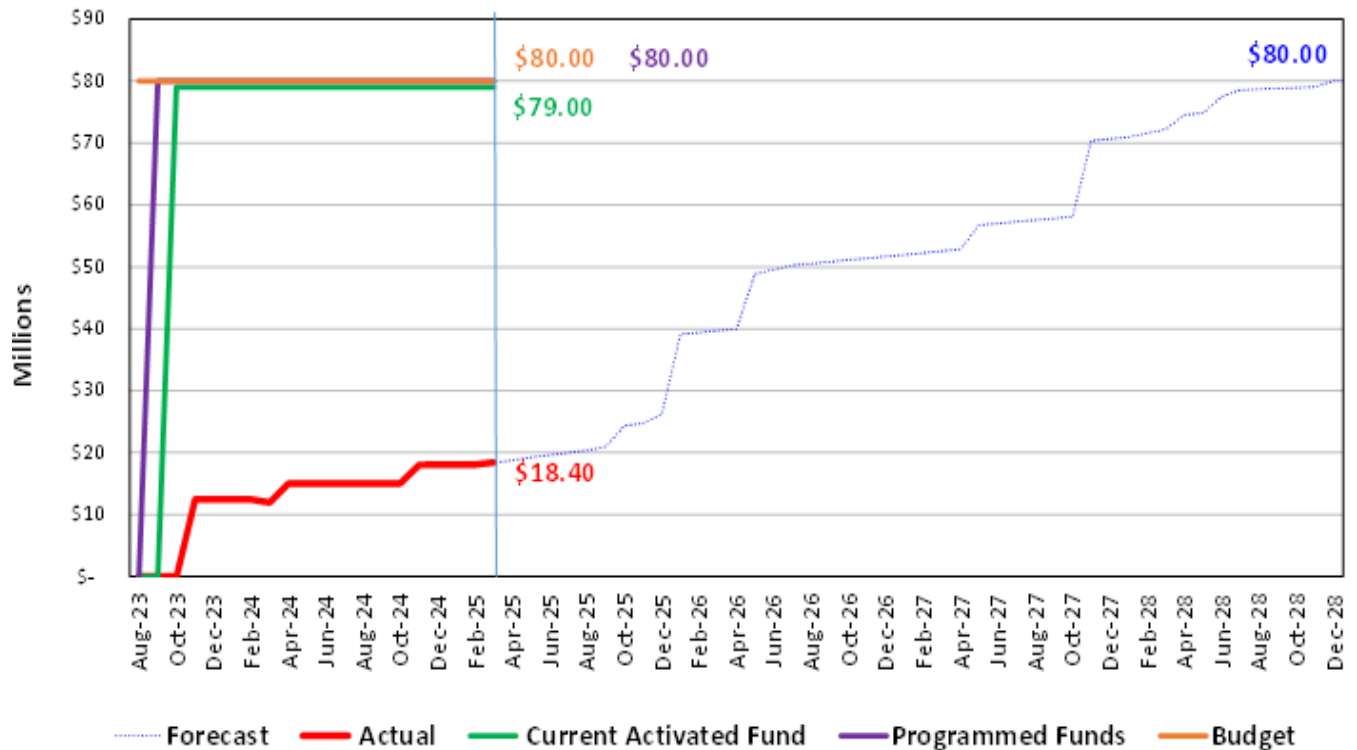
Note:

- 1). Expended and Accruals To-Date is through March 31, 2025;
- 2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for BEMU trainset;
- 3). Other Contracts includes \$1M for Wayside Upgrades;

3. Cost Curve:

MARCH 2025

BEMU | Expenditure - Planned vs. Actual



4. Major Activities for March 2025:

- Held on-going technical coordination meetings, including biweekly technical coordination.
- Held on-going safety coordination meetings (biweekly).
- Reviewed the revised Preliminary Hazard Analysis (PHA), the revised First Article Inspection (FAI) plan, the Fire Safety Analysis, and the revised Contract Deliverable (CDRL) list.
- Review vehicle performance and the benefits of increasing battery capacity to 2.3 MWh

5. Upcoming Key Activities:

- Continue Conceptual Design Review (CDR) items resolution as part of design process.
- Prepare for Preliminary Design Review
- Continue reviewing safety submittals (and other submittals as needed)

6. Change Management:

- In August 2023, the JPB approved change order for not to exceed \$60,976,504 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option of one four-car Battery Electric Multiple Unit (BEMU) trainset.
- A change order was fully executed for BEMU convenience outlets, which were not included in the BEMU train order. The change order amount is \$40,019.18. This will be covered by the contingency and there is no change to the project budget.
- A change order in the amount \$520,500 to increase the traction battery capacity from the baseline 1.9 MWh requirement to the 2.3 MWh was fully executed. This change will be covered by the contingency and there is no change to the project budget.

7. Risk Management:

The following are top risks for implementation of Battery Electric Multiple Unit (BEMU) project:

Risk Descriptions	Mitigation Actions
1. Availability of the car body engineer resources for BEMU project	Met with Stadler executives and requested the earliest possible start to design, and maximization of parallel activities. Car body design has begun and is not impacting schedule at this time.
2. Potential supply chain issue down the road	Tracking procurement lead time and monitoring closely.

8. FRA Coordination Status:

- FRA issued a letter to the industry regarding alternative fuel vehicles. That letter is under review as to its applicability to the BEMU project.
- The project team reached out to the FRA and began establishing points of contact for BEMU design review. A kickoff meeting will be arranged in the April/May timeframe.

Budget Impact

There is no impact on the budget.

Prepared By: Sherry Bullock
Greg Cameron

CalMod Program Director
BEMU Commercial Project Manager

04/22/2025
04/15/2025

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Sherry Bullock, CalMod Program Director
For: May 2025 JPB Board of Directors Meeting
Subject: **Receive Update on Electric Multiple Unit Option Cars (EMU Option 1 & 2) Projects**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors (“Board”) of the Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”).

Staff will provide monthly updates covering Electric Multiple Unit Option Cars (EMU Option 1 & 2)-related activities during the reporting month and a preview of activities anticipated to take place during the current month.

Discussion

In 2016, Caltrain executed a contract with Stadler USA, Inc., to procure Electric Multiple Unit trains to serve Caltrain passengers upon completion of the Peninsula Corridor Electrification Project (PCEP), which will electrify the corridor from San Francisco to San Jose. The Stadler contract included two option periods. The option offers Caltrain the opportunity to purchase additional EMU trainsets at a substantially lower cost than would be available if Caltrain were to undertake a new procurement. In addition to costs savings, the option allows Caltrain to move closer to the goal of a zero-emission corridor while improving service and reliability for Caltrain passengers.

- The EMU Option 1 is a change order option train ordered from Caltrain’s EMU contract that adds 37 Option cars to the contract. This comprises of (a): 16 additional cars to be inserted into the Base contract 16, 6-car trainsets to provide fully integrated and tested 7-car trainsets and (b): 3 additional 7-car trainsets. In December 2018, the JPB approved change order for not to exceed \$172,800,047 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option that adds 37 Option cars to the contract.
- The EMU Option 2 is a change order option train ordered from Caltrain’s EMU contract that adds 28 Option cars to the contract. In August 2023, the JPB approved change order for not to exceed \$183,217,581 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option that adds 28 Option cars to the contract. This comprises of four 7-car trainsets.

Stadler is responsible for design, procurement, manufacturing, installation, testing and commissioning of the EMU Option cars as well as mock-ups, spare parts, special tools, test equipment, manuals, training, and related parts and services. Purchasing additional Option Cars will support the Caltrain Business Plan, reduce diesel trips on the JPB's corridor, and enhance seating capacity on the JPB's commuter rail service, all in furtherance of helping the State achieve transportation, safety and climate goals.

Caltrain has commenced fully electrified EMU service since September 2024, currently total of 16 seven-car EMU trainsets have been final accepted and in service. This monthly report will provide status of trainsets 17 through 19 as the remaining Option 1 scope and trainsets 20 through 23 as the remaining Option 2 scope.

MONTHLY UPDATE

1. Project Schedule – Major Milestones for EMU Option 1 project as of March 31, 2025:

<u>Key Project Activity</u>	<u>Planned Completion (Baseline)</u>	<u>Progress as of 03/31/2025</u>	<u>Progress On Track?</u>	<u>Notes</u>
Return of the Executed Change Order	12/22/18	Completed	Completed	
Approval of Master Program schedule		Completed	Completed	
Submission of Major Systems Purchase Orders		Completed	Completed	
Completion of Carbody – Trainsets 1 thru' 19	11/20/22	Completed	Completed	
Authorization to Ship from Contractor's Facility - Trainsets 1 thru' 17	08/20/24	Completed	Completed	
Authorization to Ship from Contractor's Facility - Trainset 18	04/23/25	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 19	06/22/25	08/06/25	Delayed	Delay is acceptable to accommodate OCS Monitoring System Change Order
Notice of Conditional Acceptance - Trainsets 1 thru' 17	01/07/25	Completed	Completed	
Notice of Conditional Acceptance – Trainset 18	05/23/25	In Planning	On Track	
Notice of Conditional Acceptance – Trainset 19	07/21/25	09/15/25	Delayed	Delay is acceptable to accommodate OCS Monitoring System Change Order
Notice of Final Acceptance - Trainset 17	03/24/25	05/25/25	Delayed	Late due to open items
Notice of Final Acceptance - Trainset 18	07/04/25	In Planning	On Track	
Notice of Final Acceptance - Trainset 19	09/21/25	In Planning	On Track	Delay is acceptable to accommodate OCS Monitoring System Change Order
Final Milestone: Conditional Acceptance of 19 trainsets	07/21/25	09/15/25	On Track	Delay is acceptable to accommodate OCS Monitoring System Change Order

2. Project Schedule – Major Milestones for EMU Option 2 project as of March 31, 2025:

<u>Key Project Activity</u>	<u>Planned Completion (Baseline)</u>	<u>Progress as of 03/31/2025</u>	<u>Progress On Track?</u>	<u>Notes</u>
Return of the Executed Change Order	08/14/23	Completed	Completed	
Approval of Master Program Schedule	11/08/23	Completed	Completed	
Submission of Major Systems Purchase Orders	05/09/24	Completed	Completed	
Completion of EMU Carshells – Trainset 20	05/15/25	In Progress	On Track	
Completion of EMU Carshells – Trainset 21	7/16/25	In Planning	On Track	
Completion of EMU Carshells – Trainset 22	09/12/25	In Planning	On Track	
Completion of EMU Carshells – Trainset 23	11/30/25	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 20	06/15/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 21	09/06/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 22	12/24/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 23	04/15/27	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 20	07/15/26	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 21	10/24/26	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 22	01/20/27	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 23	05/12/27	In Planning	On Track	
Notice of Final Acceptance - Trainset 20	08/20/26	In Planning	On Track	
Notice of Final Acceptance - Trainset 21	11/22/26	In Planning	On Track	
Notice of Final Acceptance - Trainset 22	02/11/27	In Planning	On Track	
Notice of Final Acceptance - Trainset 23	06/12/27	In Planning	On Track	

3. Cost – Spend vs Budget with Actuals and Accruals through March 31, 2025

Project 100400 EMU Option Car 1 - Budget and Cost (As of March 31, 2024)

	(A)	(B)	(C)	(D)	(E) = (G) - (D)	(F)	(G) = (C) - (F)	(H) = (D) / (F)
Project Cost Analysis	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To-Date (US\$MM)	To-Go (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
Contractor - STADLER	\$ 172.80	\$ 6.25	\$ 179.05	\$ 139.80	\$ 39.25	\$ 179.05	\$ 0.00	78.08%
Program Mngt. & Admin Costs	\$ 2.00		\$ 2.00	\$ 0.70	\$ 0.89	\$ 1.58	\$ 0.42	43.93%
Project Contingency	\$ 7.84	\$ (6.66)	\$ 1.18		\$ 1.60	\$ 1.60	\$ (0.42)	0.00%
ICAP	\$ -	\$ 0.41	\$ 0.41	\$ 0.36	\$ 0.05	\$ 0.41	\$ -	88.59%
Potential Changes			\$ -		\$ -	\$ -	\$ -	
Total Crossing Optimization Project	\$ 182.64	\$ (0.00)	\$ 182.64	\$ 140.85	\$ 41.78	\$ 182.64	\$ (0.00)	77.12%

Note:

- 1). Expended and Accruals To-Date is through March 31, 2025;
- 2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for EMU Option Car 1 trainsets;

Project 100778 - EMU Option 2 - Budget and Cost (As of March 31, 2025)

	(A)	(B)	(C)	(D)	(E) = (F) - (D)	(F)	(G) = (C) - (F)	(G) = (D) / (F)
Project Cost Analysis	Original Budget (US\$MM)	Approved Changes (Contractor) (US\$MM)	Project Current Budget (US\$MM)	Expended and Accruals To-Date (US\$MM)	To-Go (US\$MM)	Estimated at Completion (EAC) (US\$MM)	Variance at Completion (US\$MM)	% Expended of EAC
Contractor - STADLER	\$ 183.22	\$ -	\$ 183.22	\$ 53.27	\$ 129.94	\$ 183.22	\$ -	29.08%
Program Mngt. & Admin Costs	\$ 9.67		\$ 9.67	\$ 1.79	\$ 7.88	\$ 9.67	\$ 0.00	18.51%
Project Contingency	\$ 26.43		\$ 26.43		\$ 26.43	\$ 26.43	\$ (0.00)	0.00%
ICAP	\$ 0.68		\$ 0.68	\$ 0.09	\$ 0.59	\$ 0.68	\$ 0.00	13.90%
Potential Changes			\$ -		\$ -	\$ -	\$ -	
Total Crossing Optimization Project	\$ 220.00	\$ -	\$ 220.00	\$ 55.16	\$ 164.84	\$ 220.00	\$ (0.00)	25.07%

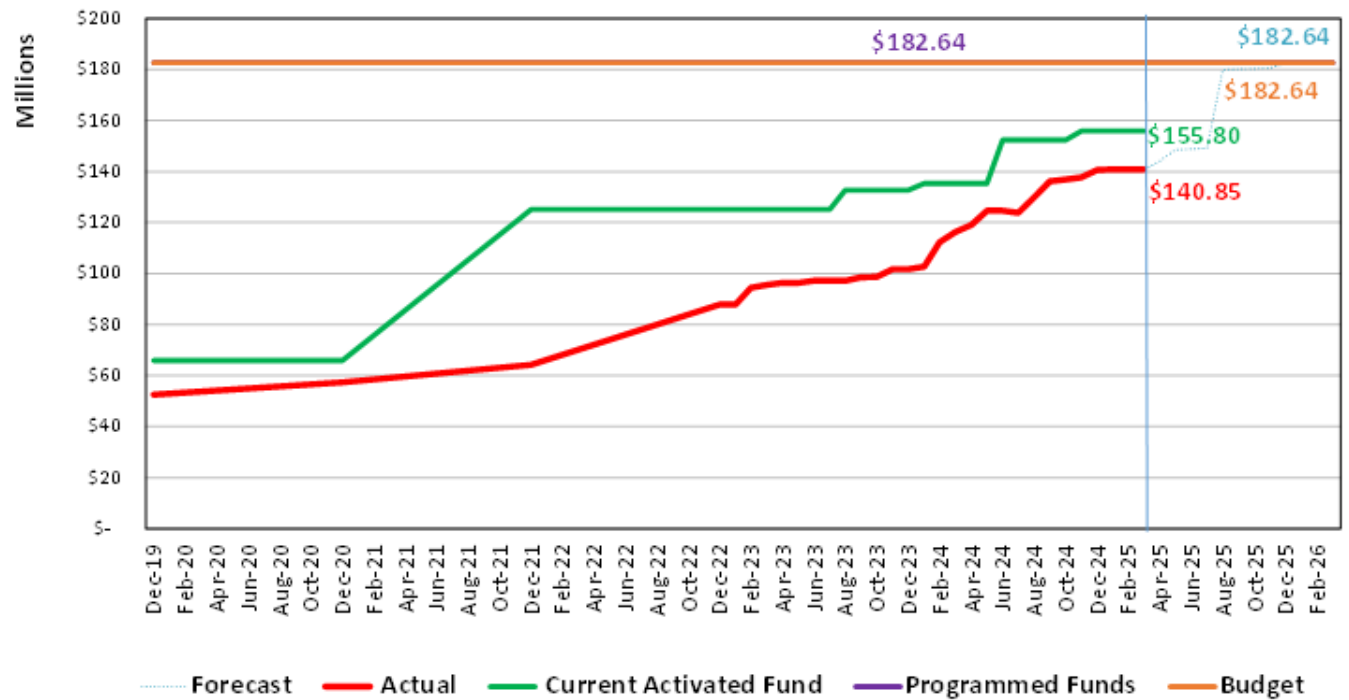
Note:

- 1). Expended and Accruals To-Date is through March 31, 2025;
- 2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for EMU Option Car 2 trainsets;

4. Cost Curve:

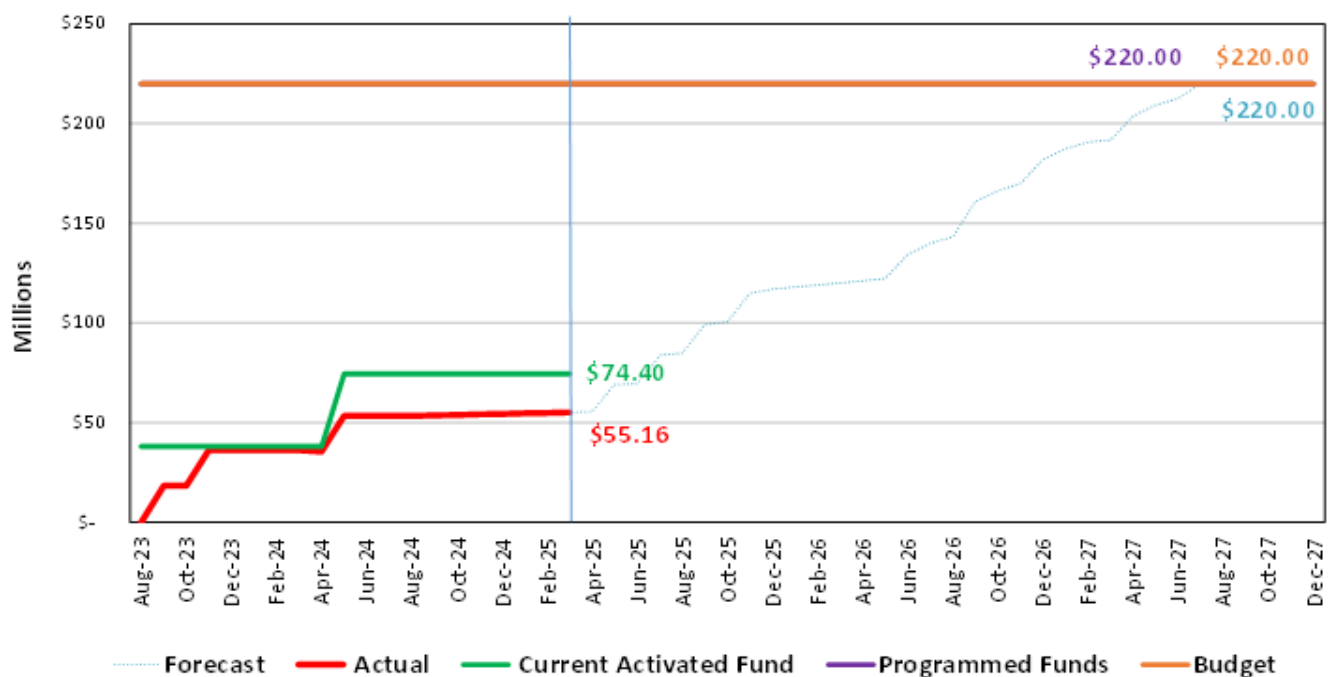
MARCH 2025

EMU Option Cars 1 | Expenditure - Planned vs. Actual



MARCH 2025

EMU Option Cars 2 | Expenditure - Planned vs. Actual



5. Major Activities for March 2025:

- Final assembly continued for TS 18 and 19
- Carshell production continued for TS 20
- The first article inspection of TS 20 carshells took place

6. Upcoming Key Activities:

- Final inspection and delivery of TS 18 (April 2025)
- Continuing production of TS 20-21 Carshells

7. Change Management:

A total of \$6.25M in change orders have been issued under EMU Option 1 project.

- Performance Bond - \$920K
- CCO 022 - Add Flip up seats into bike cars - \$1.96M
- CCO 026 - Update Virtual Reality Experience - \$43K
- CCO 040 - Special Tools - \$110K
- CCO 042 - Project Time Extension Milestone 1 - \$2.67M
- CCO 044 - Passenger Convenience Outlet Current Limit - \$239K
- CCO 049 - Pre-Revenue Services - SRS EMU Maintenance - \$201K
- CCO 054 - Bridge Plate Changes - Trainsets 1 through 19 - \$99K
- CCO 056 - OCS Monitoring System - \$725.7K

Above changes were covered by the project contingency and there is no change to the project budget. Change Order 056 - OCS Monitoring System is funded by Rail Operations and Maintenance.

8. Risk Management:

The following are top risks for implementation of EMU Option projects:

Risk Descriptions	Mitigation Actions
1. In July 2024, the aluminum extrusion supplier claimed force majeure due to flooding. This is delaying the start of some carshell production for Option 2.	Make up the lost time during final assembly.
2. Potential supply chain issue down the road	Tracking procurement lead time and monitoring closely.

9. FRA Coordination Status:

- None required at this time (option car designs are the same as base, which is already FRA approved).

Budget Impact

There is no impact on the budget.

Prepared By: Sherry Bullock	CalMod Program Director	04/22/2025
Greg Cameron	EMU Commercial Project Manager	04/15/2025

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Board of Directors
Through: Michelle Bouchard, Executive Director
From: Kate Jordan Steiner, Chief Financial Officer
For: May 2025 JPB Board of Directors Meeting
Subject: **Accept Contracts and Procurement Quarterly Report of Technology Purchases for Third Quarter of Fiscal Year 2025**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

Pursuant to Resolutions 2024-53, the Board of Directors (Board) of the Peninsula Corridor Joint Powers Board (Board) directed staff to provide a report to the Board on a quarterly basis advising of actions taken pursuant to the authority conferred by this Resolution.

Staff recommends that the Board of the JPB accept the attached C&P (Contracts and Procurement) Quarterly Report of Technology Purchases for Third Quarter of Fiscal Year 2025.

Discussion

Pursuant to Resolutions 2024-53 the Board authorized the Executive Director or designee to execute contracts and amendments exceeding \$250,000 for:

- a. Technology systems equipment and related services through JPB-approved cooperative purchasing programs and piggyback contracts to meet the JPB's technology equipment and services requirements, pursuant to the terms and conditions of each cooperative purchasing program vendor agreement or piggyback agreement, and to the extent that each cooperative purchasing program, each vendor agreement, and each piggyback contract fully complies with the JPB's statutory procurement authority and procurement policy;
- b. New or additional software licenses or license renewals, maintenance, product support, or related professional services through original equipment manufacturers, product licensors, or their authorized distributors or consultants to permit continued effective use and upkeep of JPB-owned information technology, hardware, and software;
- c. Professional and staff augmentation services for information technology, pursuant to the JPB's procurement authority and policy; and
- d. Expansion or modification of previously competitively procured proprietary software from an original provider when the original provider is the only source of such software and/or related services.

Budget Impact

Accepting this report has no impact to the budget.

Prepared By: Danielle Rodriguez Procurement Support Specialist 04/10/2025

C&P Quarterly Report of Technology Purchases for Third Quarter of FY2025

JPB

The purchases listed below are for Information Technology Licenses, License Renewals, Maintenance Service, and Professional Services

Board Approved Authority
Resolution #2024-53

\$3,000,000

\$3,000,000

July 1, 2024 - September 30, 2024

1st Quarter

PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	
				\$ -	\$ 3,000,000.00

October 1, 2024 - December 31, 2024

2nd Quarter

PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	\$ 3,000,000.00

January 1, 2025 - March 31, 2025

3rd Quarter

PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
				\$ -	\$ 3,000,000.00

April 1, 2025 - June 30, 2025

4th Quarter

PO Date	PO# or Contract#	Vendor	PO Description	PO Amount	Remaining Authority
TBD	21-J-T-055	Meteorcomm	Radio Maintenace Contract	\$ 802,000.00	
			TOTAL PO AMT TO DATE	\$ 802,000.00	\$ 2,198,000.00