



JPB Finance Committee
Meeting of May 18, 2026

Supplemental Reading File

Subject

1. Item 8 - Award a Contract to Universal Protection Service, LP, dba Allied Universal Security Services, for Security Guard Services for a Total Not-To-Exceed Amount of \$7.4 Million for a Five-Year Term
2. Receive Quarterly Fuel Hedge Report Fiscal Year 2026 Quarter 3

CONTRACT 26-J-S-068

BETWEEN

PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)

AND

**UNIVERSAL PROTECTION SERVICE, LP, DBA ALLIED UNIVERSAL SECURITY
SERVICES**

CONTRACT SUMMARY*

Board of Directors' Date of Award: June X, 2026

Resolution Number: 2026-XX

Effective Date of Contract: July 1, 2026

Services to be Performed: Security Guard Services

Term of Contract: Five (5) year term

Contractor's Key Representative: Name: Peter Daskalakis
Title: General Manager
Address: 533 Airport Blvd, Ste 303, Burlingame,
CA 94010
Phone: 650-685-2400, 650-226-6076
Email: peter.daskalakis@aus.com

Compensation: Board-approved Aggregate Not-To-Exceed
Amount of \$7.4 Million for a Five-Year Term

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

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EXHIBIT B, INSURANCE REQUIREMENTS

EXHIBIT C, SBE AND PROMPT PAYMENT REQUIREMENTS

EXHIBIT D, CONTRACTOR’S PROPOSAL

EXHIBIT E, CONTRACTOR'S COST PROPOSAL

This CONTRACT for Security Guard Services (Contract) is entered into by and between the **PENINSULA CORRIDOR JOINT POWERS BOARD (JPB or Agency)** located at 166 N. Rollins Road, Millbrae, CA 94030 and **UNIVERSAL PROTECTION SERVICE, LP, DBA ALLIED UNIVERSAL SECURITY SERVICES (Contractor)**, a [State] [entity type] located at [address], (collectively referred to as “the Parties”).

WHEREAS, on February 6, 2026, the Agency, issued a Request for Proposals (RFP 26-S-J-P-068) for Security Guard Services; and

WHEREAS, the Contractor was awarded a contract to provide the Security Guard Services for Agency pursuant to the RFP; and

WHEREAS, the Parties intend to enter into this Contact for Security Guard Services.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. SCOPE OF SERVICES

This is a Contract to provide Security Guard Services. The Contractor agrees to provide these services to the Agency in accordance with the terms and conditions of this Contract. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of Contractors with special expertise in providing Security Guard 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 Contractor’s services will consist of the services set forth in the Request for Proposals dated February 6, 2026, the Scope of Services of which is attached hereto and incorporated herein as **Exhibit A**, as supplemented by Contractor’s written proposal dated March 10, 2026, attached hereto and incorporated herein as **Exhibit D**.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- A. This Contract
- B. Exhibit A, Scope of Services
- C. Exhibit B, Insurance Requirements
- D. Exhibit C, SBE and Prompt Payment Requirements
- E. Exhibit D, Contractor’s Proposal, as accepted by the Agency
- F. Exhibit E, Contractor's Cost Proposal, as accepted by the Agency

In the event of conflict between or among the terms of the Contract 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 CONTRACT

The term of this Contract will be for a **five-year** term commencing upon **July 1, 2026** and ending on **June 30, 2031**. The Contractor will furnish the Agency with all the materials, equipment and services called for under this Contract, and perform all other work, if any, described in the Solicitation Documents.

It is understood that the term of the Contract as specified herein is subject to the Agency's right to terminate the Contract in accordance with **Section 24** of this Contract.

4. CONTRACTOR'S REPRESENTATIVE

At all times during the term of this Contract, **Peter Daskalakis**, will serve as the primary staff person of Contractor to undertake, render, and oversee all of the services under this Contract. Upon written notice by the Contractor and approval by the Agency, which will not be unreasonably withheld, the Contractor may substitute this person with another person, who will possess similar qualifications and experience for this position.

5. COMPENSATION

The Contractor agrees to perform all of the services included in **Section 1**, for a total not-to-exceed amount of **SEVEN MILLION FOUR HUNDRED THOUSAND (\$7.4 MILLION)**. This amount includes all labor, materials, taxes, profit, overhead, insurance, travel, subcontractor costs, and any other costs and expenses incurred by the Contractor necessary for the performance of all services under this Contract.

The rates for services shall be as set forth in **Exhibit E, Contractor's Cost Proposal**. The hourly labor rates will remain firm during the first-year term of this Contract. The Agency will pay the Contractor in accordance with **Section 6**.

There is no guarantee of any particular amount of compensation to the Contractor under this Contract. The Agency will pay the Contractor in accordance with **Section 6**.

On an annual basis, no later than 60 days before the start of a succeeding Contract year, Contractor may make a written request to increase its labor rates for the following year of the Contract. Increases, if timely requested, in future labor rates shall be limited to the lesser of either (a) the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or (b) the actual increases in employees' labor rates. Such actual increases must be demonstrated to the Agency's satisfaction.

In extenuating circumstances, and with approval at the sole discretion of the Agency, Contractor may submit a written request to deviate from the methodology set forth in the above paragraph. Such request must include: (1) a justifiable explanation for the deviation, (2) an independently conducted and Contractor-funded market analysis

with comparable data from other public agencies in the Bay Area, preferably from other transit agencies, with sufficient completeness to pass audit scrutiny from an independent third-party, and (3) an attestation regarding the accuracy of the information presented from the Contractor's Owner, President, Vice President, Chair of the Board, or Chief Financial Officer.

The effective date of the labor rates increase, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Contract, or (2) the date of the Contractor's request, whichever event is later. Upon written approval by the Agency, the negotiated changes shall remain in effect for the following Contract year. If the Contractor does not submit a request at least 60 days before the start of the succeeding Contract year, the Contractor waives any labor rates increase for that following year.

The Agency will pay the Contractor in accordance with **Section 6**.

6. MANNER OF PAYMENT

The Contractor must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number (**26-J-S-068**). The Agency will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The Agency reserves the right to withhold payment to the Contractor 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 Contractor resubmits a corrected invoice. The Agency will provide written notice to the Contractor within 10 calendar days of the Agency's decision not to pay and the reasons for non-payment. Final payment will be withheld until Contractor performs all required Contract expiration or termination obligations. If Contractor 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 Contractor does not provide written notice in accordance with this section, it waives all rights to challenge the Agency's decision.

Submit one copy of each invoice as a PDF via email to:

AccountsPayable@SamTrans.com

7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the Agency's **Scott Kirpatrick** or designee, and the Contractor's **Peter Daskalakis**.

Notices informing Contractor of the Agency's decision to exercise Contract options (that were exercisable in the Agency's sole discretion) will be exchanged between the

Agency's **Scott Kirkpatrick** or designee, and the Contractor's **Peter Daskalakis** via electronic mail to: peter.daskalakis@aus.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
 Peninsula Corridor Joint Powers Board
 166 N. Rollins Road
 Millbrae, CA 94030

With a copy to: Director, Contracts and Procurement
 Peninsula Corridor Joint Powers Board
 166 N. Rollins Road
 Millbrae, CA 94030

If to the Contractor: Contractor
 Attn: Peter Daskalkis
 533 Airport Blvd., Ste 303
 Burlingame, CA 94010

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

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by Contractor 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 Contractor or in the hands of any subcontractor 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 Contractor will replace them at its own expense and the Contractor assumes all risks of loss, damage, or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Contract for its use in its general business activities.

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

The Contractor 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.

9. CONFIDENTIALITY

Any Agency materials that the Contractor has access or materials prepared by the Contractor during the course of this Contract (“confidential information”) will be held in confidence by the Contractor, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in **Section 1** of this Contract.

The Contractor, its employees, subcontractors 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 **Executive Director**, or designee.

10. USE OF SUBCONTRACTORS

The Contractor must not subcontract any services to be performed by it under this Contract without the prior written approval of the Agency, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Contract, including without limitation the “Ownership of Work” provisions in Section 8. The Contractor will be solely responsible for reimbursing any subcontractors and the Agency will have no obligation to them.

11. CHANGES

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

Failure to provide written notice and receive Agency approval for extra work prior to performing extra work may, at the Agency's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The Contractor will indemnify, keep and save harmless the Agency, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

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

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

13. INSURANCE

Refer to *Exhibit B*, appended hereto, for the Insurance Requirements.

14. CONTRACTOR'S STATUS

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

15. ASSIGNMENT

The Contractor must not assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of the Agency.

16. OTHER GOVERNMENTAL AGENCIES

In the event that one or more other governmental agencies may wish to utilize this Contract to purchase services in accordance with the terms and costs indicated herein, the following provisions apply. Each public agency must formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the Agency. Contractor shall invoice such public agencies as separate entities. The Agency will incur no liability in connection with such contracts or purchases by other public agencies thereunder. Contractor will release, defend (with counsel reasonably satisfactory to Agency) and indemnify Agency and its directors, officers, employees and agents (collectively, "Indemnitees"), from and against all liability, cost, and expense for loss of or damage to property and for injuries to any person when arising or resulting from acts or omissions of Contractor in connection with such contracts or purchases by other public agencies.

17. LITIGATION SUPPORT

The Contractor must be willing to provide litigation support related to the performance of this Contract, including serving as an expert witness if required by the Agency. In the event that litigation relating to the performance of this Contract arises, the Contractor will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The Contractor may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

18. AGENCY WARRANTIES

The Agency makes no warranties, representations, or Contracts, either express or implied, beyond such as are explicitly stated in this Contract.

19. 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 Choose an item., or such person or persons as they will designate in writing from time to time, will represent and act for the Agency.

20. WARRANTY OF SERVICES

- A. Contractor warrants that its professional services will be performed in accordance with the professional standards of practices of comparable Security Guard Services firms at the time the services are rendered.
- B. In the event that any services provided by the Contractor hereunder are deficient because of Contractor's or subcontractors failure to perform said services in accordance with the warranty standards set forth above, the Agency will report such deficiencies in writing to the Contractor within a reasonable time. The Agency thereafter will have:

- i. The right to have the Contractor re-perform such services at the Contractor's expense; or
 - ii. The right to have such services done by others and the costs thereof charged to and collected from the Contractor if, within 30 days after written notice to the Contractor requiring such re-performance, Contractor fails to give satisfactory evidence to the Agency that it has undertaken said re-performance.
 - iii. The right to terminate the Contract for default.
- C. Contractor will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

21. CLAIMS OR DISPUTES

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

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

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

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

If a Contract can be reached that resolves the Contractor claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach a Contract with respect to the Contractor claim, they may choose to pursue a dispute resolution process or termination of the Contract.

22. REMEDIES

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

23. TEMPORARY SUSPENSION OF WORK

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

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

In the event of a suspension of the work, the Contractor will not be relieved of the Contractor's responsibilities under this Contract, except the obligations to perform the work that the Agency has specifically directed Contractor to suspend under this section.

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

24. TERMINATION

A. Termination for Convenience

The Agency may terminate this Contract for convenience at any time by giving sixty days written notice to the Contractor. Upon receipt of such notice, the Contractor 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 Contract for convenience, the Agency agrees to pay the Contractor, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the Agency upon the effective date of termination, plus any costs reasonably necessary to effect the termination. Contractor 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 Contract as of the date of termination are the property of the Agency upon the effective date of the termination for

convenience. Contractor and its subcontractors must cooperate in good faith in any transition to other vendors or Contractors as the Agency deems necessary. Failure to so cooperate is a breach of the Contract and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default

If the Contractor fails to perform any of the provisions of this Contract, the Agency may find the Contractor to be in default. After delivery of a written notice of default Agency may terminate the Contract for default if the Contractor 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 Contractor cures the default within the cure period but subsequently defaults again, the Agency may immediately terminate the Contract without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the Contractor or for appointment of a receiver for Contractor's property, Agency may terminate this Contract immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the Contractor may not commit itself to any further expenditure of time or resources. The Agency agrees to remit final payment to the Contractor 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 Contract as of the effective date of termination. The Agency is not in any manner liable for the Contractor's actual or projected lost profits had the Contractor completed the services required by this Contract, 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 Contract become the property of the Agency upon the effective date of the termination for default.

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

25. LIQUIDATED DAMAGES

Not Applicable

26. PREVAILING WAGE

Not Applicable

27. PERFORMANCE BOND

The Contractor shall furnish, at its own expense, a Performance Bond using the Agency's form equal to **One Million Eight Hundred Fifty Thousand (\$1,850,000.00)** payable under the terms of the Contract as guarantee of good faith on behalf of the Contractor that the terms of this Contract shall be complied with in every particular. The performance Bond shall remain in effect and valid for the term of the Contract.

28. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

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

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

29. UKRAINE/RUSSIA RELATED SANCTIONS

As a public agency with contracts with state and federal departments and agencies, the Agency is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the Agency determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Contract. The Agency shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Agency.

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

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor 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 Contractor 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, "Non-discrimination 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 Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subcontractors by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Agency deems appropriate.

31. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

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

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

32. SMALL BUSINESS ENTERPRISES (SBE) AND PROMPT PAYMENT REQUIREMENTS

See **Exhibit C** for SBE and Prompt Payment Requirements.

33. CONFLICT OF INTEREST

A. General

Depending on the nature of the work performed, a Contractor of the Agency may be subject to the same conflict of interest prohibitions established by California law that govern Agency's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Contract, Contractor and its employees may be required to disclose their financial interests (Fair Political Practices Commission Form 700). Under Section 18700.3 of Title 2, Division 6, of the California Code of Regulations, an employee of Contractor is required to disclose their financial interests on Form 700 if: (1) the person makes certain governmental decisions; or (2) the person serves in a staff capacity with the Agency and in that capacity participates in making governmental decisions or performs the same duties for the Agency that would typically be performed by an Agency employee who is required to file Form 700.

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

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

No person previously in the position of Director, Officer, employee or agent of the Agency during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor may any such person act as an agent or attorney for, or otherwise represent the Contractor by making any formal or informal appearance, or any oral or written communication, before the Agency, or any Officer or employee of the Agency, for a period of one (1) year after leaving office or employment with the Agency if the appearance or communication is made for the purpose of influencing any action involving

the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

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

Contractor will not engage the services of any Subcontractor or independent contractor on any work related to this Contract if the Subcontractor or independent Contractor, or any employee of the Subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

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

If at any time during the term of this Contract, Agency becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, Agency will similarly notify Contractor.

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

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

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

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

34. SUBSTANCE ABUSE PROGRAM

The Agency adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, the Agency requires that contractors who “stand in the shoes” of the Agency are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor is required to comply fully with all Department of Transportation (“DOT”) and Federal Transit Administration (“FTA”) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (*Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations*) and 49 CFR Part 40, (*Procedures for Transportation Workplace Drug and Alcohol Testing Procedures*).

Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the Agency to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees will also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify the Agency’s Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the Contractor utilizes their own pre-established program or a third-party administrator’s, Contractor must fully cooperate with the Agency in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the Agency requires of Contractor. Contractor further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to the Agency. Contractor agrees that all records produced and maintained in the performance of the

program are subject to review by the Agency in a facility not more than 100 miles away. Further, Contractor may be required to submit quarterly MIS reports to the Agency.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's substance abuse policy; and (3) the name of its third-party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the Agency, may result in the Agreement being terminated for default.

35. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

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

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

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

36. ENGINE AND FLEET REGULATIONS

Not Applicable

37. ATTORNEYS' FEES

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

38. WAIVER

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

39. SEVERABILITY

If any provision of this Contract 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 Contract, and in any event, the remaining provisions of this Contract will remain in full force and effect.

40. NO THIRD-PARTY BENEFICIARIES

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

41. APPLICABLE LAW

This Contract, its interpretation, and all work performed under it will be governed by the laws of the State of California. The Contractor must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all rules and regulations of the Agency.

42. RIGHTS AND REMEDIES OF THE AGENCY

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

43. BINDING ON SUCCESSORS

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

44. ENTIRE CONTRACT; MODIFICATION

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

DRAFT

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SECURITY GUARD SERVICES

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

PENINSULA CORRIDOR JOINT POWERS BOARD

ALLIED UNIVERSAL SECURITY SERVICES

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

*Signature: _____

By: _____
Agency Secretary

Name: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Attorney for the Agency

* Note: If Contractor is a Corporation, this Contract 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 Contract 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 Contractor is a limited liability company (LLC), the Contract 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 Contract.

EXHIBIT A
SCOPE OF SERVICES

1. Definition of Terms

- A. **After Hours** - defined as 7:00 p.m. to 7:00 a.m., 7 days a week.
- B. **Bus Vault Guard or Puller** - see Security Guard
- C. **Caltrain** – the commuter rail service owned and managed by the Peninsula Corridor Joint Powers Board (JPB) and which operates daily between San Francisco and Gilroy, California.
- D. **CEMOF** – Caltrain’s Centralized Equipment Maintenance and Operations Facility located in San Jose, California.
- E. **Director, Safety and Security** – the Agencies’ Project Manager responsible for all security related matters for the Agencies and for the management of the contract.
- F. **Contracted Police** – third-party, police department providing law enforcement services under an operating contract with the Agencies. Presently, the San Mateo County Sheriff’s Department is the Agencies Contracted Police.
- G. **Security Operations Center** –the secure onsite Security Operations Center from which the Contractor will manage and supervise the Security Guard Services. The Security Operations Center is located at the administrative offices of the San Mateo County Transit District in San Carlos, California.
- H. **Security Operations Center Guard** – see Security Guard
- I. **Customer Service Guard** – see Security Guard
- J. **Daily Activity Log** - see “Log” below.
- K. **Emergency Response Time** - In order to support any Security Guard and/or security requirement under the Contract, the Agencies’ will require the Contractor to respond **within one hour of telephone notification** of any emergency request from the Director - Safety and Security, his designee(s), or the Contractor’s Security Guards on duty.
- L. **Guard Supervisor** – see Security Guard Supervisor

- M. **Internal Investigation** – an investigation into any District and/or JPB security matter, generally conducted by the Director - Safety and Security or his designee.
- N. **Lobby Guard** - see Security Guard
- O. **Log or Logged** – the Contractor-supplied log or document(s) wherein guards will enter and document all routine and non-routine activities observed during an assignment. The Contractor will make this “Daily Activity Log” available to all guards at all Posts.
- P. **Lost and Found Security Agent** – Contractor’s employee who shall administer on a day-to-day basis the Agencies’ Lost and Found Program.
- Q. **North Base Maintenance Facility or North Base** – SamTrans bus maintenance and repair facility located in South San Francisco, California.
- R. **Operations Manager** – Contractor’s employee who shall oversee the Contract, and act as liaison between the Contractor, Security Guards, Guard Supervisors, and the Agencies for all issues related to the provision of the services under the Contract.
- S. **Perimeter Gate Guard or Perimeter Guard** – see Security Guard
- T. **Post(s)** – Security Guard work assignment locations.
- U. **Post Orders and/or Standing Orders** - orders, instruction, policies, and procedures for each work assignment issued by the Agencies, The District, and/or the JPB to the Contractor. The Contractor may also issue Post and/or Standing Orders as they pertain to Contractor activities only. Typically the Agencies’ Post and/or Standing orders may include very specific information for police reporting, contact of District and/or JPB’s personnel after hours, and the procedure for controlling access of employees or visitors to the Agencies’ stations and facilities (e.g., CEMOF or the San Carlos Administrative Offices).
- V. **Private Patrol Operator** – a licensed firm that operates a business that protects persons or property or prevents theft (https://www.bsis.ca.gov/forms_pubs/ppo_fact.shtml)
- W. **Rail Contract Operator** – the firm contracted by the JPB to operate and maintain Caltrain commuter rail service from San Francisco to Gilroy, California.
- X. **Relief Guard** - see Security Guard
- Y. **SamTrans** – the scheduled bus service owned by the San Mateo County Transit District and operated between and throughout San Francisco, San Mateo and Santa Clara counties.

- Z. **Screen** – verification by identification of employees and logging in of visitors by Security Guards at District/SamTrans and JPB/Caltrain facilities and stations.
- AA. **Security Guard or Guard(s)** – Contractor’s pre-screened, licensed and un-armed staff assigned to the Agencies and/or performing any of the duties described herein, the Post Orders, and/or the Agencies. Also shall mean any of the following individually or collectively: Bus Vault Guard, Security Operations Center Guard Operator, Customer Service Guard, Lobby Guard, Lost and Found Guard, Perimeter Guard, Relief Guard, Special Services Guard, and Guard Supervisor.
- BB. **Security Guard Supervisor or Guard Supervisor** – the guard who is responsible for the daily management and supervision of all Guards assigned to the Agencies.
- CC. **South Base Maintenance Facility or South Base** - SamTrans bus maintenance and repair facility located in South San Francisco, California.
- DD. **TransitAmerica Services, Inc. (TASI)** - the JPB’s current Rail Contract Operator.
- EE. **Work Order** - a form provided by the District and/or JPB that the Contractor shall use to report to the respective agency any minor maintenance problems.

2. **Contractor and Agencies’ Responsibilities**

A. **General**

The Contractor must conform to these specifications in all particulars and conform to best industry practices and procedures, and shall be in compliance with all federal, state, and local laws and regulations.

No advantage shall be taken by the Contractor in the omission of any part or detail which makes the Security Guard Services non-compliant with any regulation or specification pertaining to this service, even if such part or detail is not specifically mentioned in these specifications.

Security Guard’s work assignments, shifts, and duty hours are outlined in Sections 3 – 5 below.

B. **Contractor Reporting Responsibility**

On all matters related to this Contract, the Contractor shall report directly to the Director - Safety and Security or his designated representative.

C. **Subcontracting Prohibited**

The Contractor shall assume full responsibility for all services provided under this Contract and shall not subcontract any portion of the required services without the prior express written approval of the Agencies' Director - Safety and Security or his designee.

D. Confidentiality

Security matters at the Agencies are confidential. For this reason, the Contractor and the Security Guards assigned to the Agencies are not to discuss and/or offer explanations of the Agencies' security matters with anyone other than the Agencies' Program Manager, Director - Safety and Security, General Manager, Executive Director, or their respective designated representative.

E. Emergency Response Time

The Agencies will require the Contractor to respond to any emergency request **within one hour of telephone notification** from the Program Manager, or the Contractor's Security Guards on duty in order to support any Security Guard and/or security requirement under the Contract.

F. Sensitivity Training Course

Contractor personnel providing security services under this Contract will be required to attend an Agency sponsored Sensitivity Training Course. This course is held approximately five times per year in conjunction with SamTrans bus operator training. The Director - Safety and Security or his designee will be responsible for scheduling all required Contractor personnel for attendance at the Sensitivity Training Course as soon as possible after becoming assigned to a District or JPB security position. The Contractor will manage and coordinate its resources (staff, etc.) to assure that the attendee's post is covered while attending Sensitivity Training.

G. Contractor-Furnished Equipment, Training, and Related Requirements

The Contractor will provide its Security Guards with the appropriate materials and equipment necessary to perform the job/services requested herein. Equipment specified by the Agencies herein shall be of high quality and shall conform to industry standards of quality. Equipment shall be maintained in serviceable condition at all times during performance under this contract. At a minimum, this will include:

- i. Necessary safety equipment (i.e. flashlight, rain gear, reflective vests, etc.) as appropriate.
- ii. Report forms (e.g., Daily Activity Logs and Work Orders).

- iii. Post Orders and Standing Orders, as needed for the assignment(s). For example, the procedure to replace a guard that becomes ill and requires replacement.
- iv. All training and re-training required to keep Security Guards proficient with the requirements of this Contract including those requirements set forth in Post Orders and Standing Orders issued by the Agencies over the term of their respective Contract.
- v. Appropriate uniforms for all Security Guards, unless specifically noted otherwise for a special assignment. All Security Guards are required to wear uniforms while on duty and must present a neat, clean, and professional appearance. The uniform must display patches identifying the Contractor. The Agencies will be the sole judge as to the adequacy of the uniform.
- vi. Security Guard Service Vehicle(s), as necessary
- vii. Installation, testing maintenance and patrol tour reporting using a Guard Tour Verification system, Subject to District approval. ("tags" are to be installed, at the Contractor's expense, at all locations where guard protection is required, and as otherwise specified by Agencies).
- viii. Actively participate in all Agency emergency drills and exercises.

H. Contractor's Employees

The Security Guard Services provided under this Contract shall be performed in strict accordance with recognized industry best practices and standards. Prior to the issuance of a written Notice to Proceed by the Agencies' Contracts and Procurement Department, the Contractor shall submit an initial Transition Plan detailing how Contractor intends to coordinate the implementation of the new services with existing Contractor (Incumbent), if the Incumbent is not the successful Proposer; and shall submit a final list of employees assigned to this Contract for Agencies' review and approval prior to start of the Contract. This list shall contain the employees' names, assigned position, their guard certificate numbers, and a complete description of their security experience. This list shall also identify alternate employees who shall fill in for absent employees.

The nature of this assignment is such that a high degree of responsibility, honesty, integrity, and reliability goes with it. For this reason, any guard assigned by the Contractor to work any assignment under this Contract must undergo a thorough background investigation at the Contractor's sole expense **prior to working on Agency property**. The investigation shall at minimum disclose information about personal history, financial responsibility, and criminal history. The Agencies reserve the right to

request copies of the investigation reports from the Contractor at any time during the contract term.

The Agencies shall have the right to review and approve each employee proposed by the Contractor to perform the services hereunder. The Agencies shall have the right to decline any employee from any service provided under this Contract. If for any reason new employees are introduced to provide service pursuant to this Contract, the Contractor shall provide the aforementioned information for approval of each new employee by the Director - Safety and Security or his designee prior to assignment of the employee under the Contract.

All Security Guards furnished by the Contractor shall be employees of the Contractor and will at all times be subject to the direct supervision and control of the Contractor. The Contractor shall be required to provide adequate supervision and oversight of its employees and to do so, the Agencies require that the Contractor assign an Operations Manager to oversee this Contract and act as a liaison between the Contractor and the Security Guards, including Guard Supervisors, for all issues related to the provision of Security Guard Services under this Contract. Pursuant to this contract, the Contractor shall have direct supervision and control of all Security Guards assigned to the Agencies.

The ability to effectively communicate and to understand, read and write in English is critical to the successful provision of the Security Guard Services required under the Contract. As such, all Security Guards assigned to fulfill the services pursuant to this Contract must be able to understand, speak, read, and write the English language to the extent required to effectively perform this service; in addition, all Security Guards must be able to effectively communicate with all whom they interact with and must also be sensitive to the needs of Agencies' customers and to the special needs of persons with disabilities.

The Agencies maintain a "zero tolerance" policy for certain actions and/or inactions by the Contractor and its employees providing services under this contract. This includes, without limitation, possession of any illegal drug/substance or alcohol, being under the influence of any drug or alcohol, excessive or inappropriate use of force, sleeping while on duty, sexual harassment, use of abusive language, or hostile work environment actions of any kind and any action or inaction that would be deemed unprofessional or hostile by any reasonable person. In the event the Agencies determine such action and/or inaction occurred, the Agencies shall immediately relieve the guard of duty and notify the Contractor of the incident. The notification will be followed with a written report documenting the situation under which the Agencies took action and provide a record for the contractor to initiate their own investigation and handling of the situation. The relief of duty order will be lifted by the Agency Department Head upon satisfaction that the issue has been adequately cured.

The Agencies reserve the right to request removal of any Contractor employee, including a Guard Supervisor, for any reason whatsoever. In such a situation, the Contractor will replace the removed Security Guard or Guard Supervisor within two hours of the Agencies' notification to the Contractor and at no additional cost to the Agencies.

I. Supervision

The Director - Safety and Security or designee, as the Agencies' Program Manager, shall oversee and administer the Contract. The Contractor is expected to provide supervision for its guards to the extent that staffing/medical/emergency needs of the assigned guards are addressed by the guard service on a 24 hours-per-day, 7 days- per-week basis. Complaints received by the Agencies about any guard assigned to this Contract will be investigated by the Director - Safety and Security or his designated representative.

J. Equipment Furnished By the Agencies

The Agencies will supply and maintain a voice communications system for the Security Guards as it deems necessary. This system shall be capable of transmitting and receiving voice communications so that Guards at all of the Agencies' facilities will be in direct contact with one another.

This will allow for seamless communications in routine and emergency situations and allow Agencies' personnel at Agency headquarters to contact a Security Guard at a specific Post for any needed assistance.

K. Substance Abuse Policy

Refer to **Section 34** of the Contract for details regarding the Agencies' Substance Abuse Policy.

L. Security Guard Duty Hours and Agency Holidays

Except where specifically noted in this contract, Contractor shall provide Security Guard Services 365 days per year, 24 hours per day, 7 days per week as further detailed in Sections 2.C. and 2.D., including the following Agency-observed holidays

- i. New Year's Day (January 1)
- ii. Martin Luther King Day (third Monday in January)
- iii. Memorial Day (last Monday in May)
- iv. Independence Day (July 4)
- v. Labor Day (first Monday in September)
- vi. Thanksgiving Day (fourth Thursday in November)
- vii. Christmas Day (December 25)

M. Security Guard Posts

The Contractor shall provide Security Guard Services at the following District and JPB locations:

i. District

- a. North Base Maintenance Facility - SamTrans
301 North Access Road
South San Francisco, CA 94080
- b. South Base Maintenance Facility - SamTrans
501 Pico Boulevard
San Carlos, CA
- c. District Building
1250 San Carlos Avenue
San Carlos, CA
- d. District Administrative Offices
166 North Rollins Road
Millbrae, Ca
- e. Sequoia Station* - SamTrans and Caltrain
1 James Street
Redwood City, CA
- f. MV Transportation - SamTrans
214 Shaw Road,
South San Francisco, CA

ii. JPB

- a. San Francisco Caltrain Station
Fourth & King Streets
San Francisco, CA
- b. Sequoia Station* - SamTrans and Caltrain
1 James Street
Redwood City, CA
- c. Diridon Caltrain Station
65 Cahill Street
San Jose, CA
- d. CEMOF - Caltrain
585 Lenzen Ave. San Jose, CA

*Note – the Sequoia Station is a Caltrain train station and a SamTrans bus staging area and bus station. The Guard assigned to Caltrain at Sequoia Station is the same Guard as that assigned to District.

3. Security Guard Shifts and Duty Hours – District/SamTrans

A. MV Transportation

Bus Vault Guard (Puller) (16 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	6:00 a.m. – 2:00 p.m.	1	8	56
2	11:00 a.m. – 7:00 p.m.	1	8	56
Total		2	16	112

B. North Base Maintenance Facility

Bus Vault Guard (Puller) (16 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	12:00 p.m. – 8:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
Total		2	16	112

Perimeter Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	1	8	56
Total		3	24	168

C. South Base Maintenance Facility

Bus Vault Guard (Puller) (16 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	12:00 p.m. – 8:00 p.m.	1	8	56

2	4:00 p.m. – 12:00 a.m.	1	8	56
Total		2	16	112

Perimeter Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	1	8	56
Total		3	24	168

D. Central Administrative Offices

Security Operations Center Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	1	8	56
Total		3	24	168

Lost and Found Security Agent (8 hours/day, 5 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	40
Total		1	8	40

Rover Guard (24 hours/day, 7 days/week)				
**2 Additional Rover guards needed to secure new HQ (166 North Rollins Road, Millbrae) until occupancy and then to secure unoccupied facility located at 1250 San Carlos Avenue, San Carlos				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	3	24	168
2	4:00 p.m. – 12:00 a.m.	3	24	168
3	12:00 a.m. – 8:00 a.m.	3	24	168
Total		9	72	504

Lobby Guard (16 hours/day, 5 days/week, Mon – Fri)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	6:00 a.m. – 2:00 p.m.	1	8	40
2	2:00 p.m. – 10:00 p.m.	1	8	40
Total		2	16	80

Guard Supervisor (24 hours/day, 7 days/week)				
The Supervisor Guard will be responsible for the daily management and supervision of all Guards assigned to the Agencies under their respective Contract with the Contractor.				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	1	8	56
Total		3	24	168

E. Sequoia Station

Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	1	8	56
Total		3	24	168

Sequoia Station is a SamTrans bus station and bus staging area, and also is a Caltrain train station. The Guard assigned to at Sequoia Station will be responsible for monitoring both SamTrans and Caltrain security matters at the station.

4. Security Guard Shifts and Duty Hours – JPB/Caltrain

A. 4TH & King Caltrain Station

Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	2	16	112
Total		4	32	224

B. Diridon Caltrain Station

Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	2	16	112
Total		4	32	224

C. CEMOF

Perimeter Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56
3	12:00 a.m. – 8:00 a.m.	1	8	56
Total		3	24	168

Relief Guard (24 hours/day, 7 days/week)				
Shift	Time	# of Guards	Hours/Shift	Hours /Week
1	8:00 a.m. – 4:00 p.m.	1	8	56
2	4:00 p.m. – 12:00 a.m.	1	8	56

3	12:00 a.m. – 8:00 a.m.	1	8	56
Total		3	24	168

The Agencies estimate that the Contractor will need to employ and deploy 30 Security Guards (including three Guard Supervisors and one Contract Operations Manager) to cover the service needs of the District and 20 Guards (including one Guard Supervisor) to cover the service needs of the JPB. The Contract Operations Manager will act as liaison between the Agencies and the Contractor in order to ensure the professional and effective provision of the Security Guards Services as described herein.

Guards may be directed to work at Agency locations other than where they sign on and off duty during their respective tours.

District and the JPB reserve the right to reduce the hours of guard vault pullers and guards based on new technologies, modified bus schedules and modified train schedules. Such reductions in hours shall be made after giving the contractor thirty (30) days advanced notice.

District and JPB reserve the right to relocate sign-on locations for guards and guard supervisors.

5. **Security Guard Duties and Responsibilities**

The Contractor shall provide properly screened, licensed and trained unarmed Security Guards and Guard Supervisors whose duties, responsibilities, activities and tasks under the Contract shall primarily consist of: observe and report activities, customer service and physical presence to deter criminal activity, and as further detailed in the Agencies' "Policies and Procedures Guide for Contracted Security Personnel" which will be made available to Successful Proposer prior to commencement of the services.

A. **Bus Vault Guard (Puller)**

Contractor shall provide Bus Vault Guards to remove vaults from each bus fare box, empty the revenue from the vaults into the master vault receiver, and reinsert empty vaults into the buses. Bus Vault Guards shall submit a daily written report to Agencies' Director - Safety and Security which details the change of fare box vaults, the bus number, and date evidencing vault removal and reinsertion. Detailed instructions and necessary keys will be available to the Contractor prior to the commencement of work under the Contract. Bus Vault Guards shall have at least two years' private Security Guard experience.

B. **Security Operations Center (SOC) Guard**

Central Administrative Office Security Operations Center Guard Service shall be provided on a 24 hours-per-day, 7 days-per-week, 365 days-per-

year basis. Security Operations Center Guards shall have at least two years' private Security Guard experience. The duties of The Security Operations Center Guard include, without limitation to:

- i. Monitor security cameras and alarms from the Central facility building. Be available to assist or provide information to the Central Administrative Office Relief Guard (Section 6.J) to assist any facilities maintenance personnel, contractor, employee, or member of the public who need Security Guard assistance, such as authorized access to locked areas of the building and testing of alarms. The guard shall verbally report any unusual occurrences or concerns to the Agencies' Director - Safety and Security.
- ii. Update the Security Information Board for Security Guards with meeting times, dates, special requests, etc.
- iii. Complete and submit Work Orders for all building conditions or concerns normally observed by security staff.
- iv. Monitor the public reception area/Lobby via Closed Circuit Television Security Camera (CCTV). The Security Guard shall be especially aware of abnormally long lines or the presence of large groups of people in this area and be alert to any persons being unruly, disruptive, or presenting any type of threat to the receptionist, employee, or any other visitor in this area.
- v. Provide other routine security services as directed by the Contract Manager and/or the Agencies' Director of Safety and Security (or his/her designee).
- vi. Administer the Agencies badging system

C. Guard Supervisor or Supervisor

Security Guard Supervisors are charged with supervising Contracted Security Personnel. They shall ensure that incidents and conditions are addressed promptly and appropriately; Respond to incidents and assist security officers, customers, District employees and contractors as needed; Ensure that all Contracted Security Personnel are in full compliance with the Post Orders and are aware of all conditions on their respective posts; complete daily activity reports; Conduct post checks of all sites to observe conditions; Oversee the daily security operations at the Central Administration Building; Ensure that the Director of Safety and Security is notified of all significant incidents, events and injuries in a timely manner

D. Lobby Guard

- i. General

The Lobby Guards assigned to the lobby at the Central Administrative Office building shall be responsible for screening of all persons entering the building. All persons not displaying employee identification shall be screened by the guard(s) on duty, logged into the building, issued visitor badge, and directed to the persons and/or offices they are to visit. Where appropriate, the person they are to visit will come to meet the visitor and escort them into the building, property, or office. Lobby Guards shall be alert to persons and/or vehicles that appear to be suspicious or a threat to District persons, property, or security for any reason, immediately contact the Security Operations Center (SOC), and take other appropriate action (e.g. call for assistance from another guard, report suspicious persons to the Agencies' Director - Safety and Security, call local authorities, etc.). A detailed written report of any such incident shall be made and submitted to the Agencies' Director - Safety and Security by no later than the next business day after such occurrence. Lobby Guards shall have at least two years' private Security Guard experience.

Lobby Guard will issue "Loaner Badges" to employees and contractors as requested after verifying their work status and maintain the Loaner Badge Log.

Lobby Guard will assist in controlling crowds, maintain a sign-in sheet for persons waiting to purchase transportation media at the customer service lobby vestibule.

NOTE: One Security Guard shall be assigned to the lobby position. During public meetings, however, the Relief Guard and the Guard Supervisor shall also assist the Lobby Guard at this position.

ii. Specific Duties

- a. Lock and unlock lobby doors, office doors for the first-floor tenants, stairwells, and others as needed.
- b. Monitor all foot traffic coming into the lobby from the exterior front or rear entrances to the building, from the elevators, and from the tenants' offices on the ground floor. Guards shall be constantly alert to suspicious persons and activities.
- c. Monitor persons exiting the elevator into the lobby carrying items such as computer components, laptops computers, televisions, radios/CD players, monitors, etc., and boxes containing items that could be Agency property. When observed, the guard shall identify the person and the property and, minimally, log the contact with the person. If the person and/or property is deemed suspicious, the Security

Operations Center shall be contacted immediately, and the guard shall submit a written report to the Agencies' Director - Safety and Security before going off duty.

- d. Communicate via phone or two-way radio with the Security Operations Center Guard Office on the 2nd floor, the Contractor's Security Office (by phone), and the Relief Guard (by phone or two-way radio, as applicable).
- e. Screen all people entering the lobby. The people entering the elevator to access the 2nd, 3rd and 4th floors of the building must be visually screened. Those people not wearing employee identification shall be asked what their business is in the building and directed to the appropriate location. Those people accessing the 2nd, 3rd, and 4th floors to meet someone must be either escorted by the roving guard or met in the lobby by the person they are there to visit. Those accessing the 2nd floor for public meetings and events must be directed to the 2nd floor auditorium. Post Orders will be provided for the Security Guard Station in the lobby for use by the Lobby Guard assigned to that position.
- f. Lobby Guards must be exceptionally clean, neat in grooming and uniform appearance, professional in appearance and demeanor, and be aware of needs of persons with disabilities and the needs of those business tenants that lease office space from the Agencies. Reading of newspapers, magazines or other non-job-specific materials, and the use of cell phones or other electronic devices not issued is strictly prohibited.

E. Perimeter Gate Security Guard or Perimeter Guard

Perimeter Gate Security Guard shall be posted at the gates of SamTrans North and South Base Maintenance facilities and Caltrain's CEMOF facility and shall be responsible for screening of all persons entering the Agencies' property. All persons not displaying employee identification shall be screened by the guard(s) on duty, logged into the facility, if appropriate, and directed to the persons and/or offices they are to visit. Where appropriate, the person they are to visit will come to meet the visitor and escort them into the building, property, or office. Perimeter Guards shall be alert to persons and/or vehicles that appear to be suspicious or a threat to Agency persons or property or security, for any reason, and shall immediately notify the Security Operations Center. A thorough written report of any such incident shall be made and submitted to the Agencies' Director - Safety and Security by no later than the next business day after such occurrence. Accordingly, the ability to communicate effectively in English, and to read and write in English is critical to this service.

Perimeter Guards must have at least one-year private Security Guard experience.

F. Relief Guard (or Guard)

The relief guard is a highly visible and key person in any building-security program. Duties of the Relief Guard include, without limitation, to:

- i. On-foot patrol of the Central Administrative Office Building, assuring that doors which should be locked are secure and looking for conditions that are suspicious, unsafe or hazardous (such as lights that are burned out, water or other spills on floors or stairs, etc.). Respond to calls for assistance from employees and staff in the building. Assist Customer Service "Lost and Found" staff with receiving of property, counting of found money, etc. Prevent people from entering the building with items for sale (flowers, art, etc.) unless they are making delivery of items ordered by employees or staff (such as meals or office supplies/equipment). Other duties include patrolling Central Administrative Office Building five-story parking structure for improperly or illegally parked vehicles, suspicious or possibly abandoned vehicles, or any other unauthorized activity including skateboarding, soliciting, cars left with engines running or lights on, etc.
- ii. When any person is observed exiting the elevator into the basement (employee) parking area or exiting the building toward the parking garage or street and carrying items such as computer components, laptops computers, televisions, radios/CD players, monitors, etc. and/or boxes containing items that could be Agency property, the Relief Guard shall, as a minimum, identify the person and the property and log the contact with the person. If the person and/or property is considered suspicious, immediately notify the Operations Control Center then provide a written report.
- iii. Respond to calls for assistance from any employee or building tenant which may include request for an escort to or from the parking lot, to unlock an office for maintenance or service (plant watering, etc.), or possibly to assist an employee who may have locked him or herself out of an office. In all cases, when an office is unlocked by a Relief Guard or any Security Guard, they shall document in their Daily Activity Log the person requesting the service, the date, time, and location of the office or room, and the reason.
- iv. Assist any other Security Guard who calls for assistance. e. Respond to any alarm location and render assistance.
- v. Be a diligent and attentive observer. Security Guards shall be aware of illegal activity and immediately report such an incident to

the Security Operations Center Guard. The Security Operations Center guard shall immediately notify the local police of the incident. The Security Guard that observed the incident shall provide a written report to the local police, of which a copy shall be filed with the Daily Activity Log which is transmitted daily to the Agencies' Director - Safety and Security. An example would be discovering two cars with windows smashed and possibly vandalized or burglarized in the parking structure. In this case a police report shall also be filed. **Any Security Guard encountering a person in the act of breaking into a car shall not confront the person, but observe from a safe distance, if possible, and radio for assistance from the Guard Supervisor or another guard while directing the Security Operations Center Guard or the Lobby Guard to call the local police for an immediate emergency response and then contact the Agencies' Contracted Transit Police.**

G. Sequoia Bus Station/Caltrain Station, Redwood City - Sequoia Guard

The Sequoia Guard is a foot-patrol assignment at the Redwood City Sequoia Station. This is an Agency facility used by SamTrans buses as a terminal and bus turn-around, and by Caltrain as a commuter rail station. There is underground garage parking below the shopping center as well as the Caltrain parking lot, a bus staging and turn-around area, and the Caltrain platform area. This is a busy, multi-use station that requires the Sequoia Guard to be highly visible. Particular duties include:

- i. Assure that only commuters using District and JPB services are occupying the property.
- ii. Assure a safe and secure environment for commuters in the waiting areas by being highly visible.
- iii. Control pedestrian traffic by ensuring that people only use designated areas to cross railroad tracks and not allowing skateboards and or bicycles to be used on Agency property.
- iv. As directed by the Agencies' Director - Safety and Security and/or the Contract Police, hand out safety/security literature to commuters using District and JPB transportation services.
- v. Work closely with bus transportation supervisors as they address the concerns of commuters and bus operators as it pertains to the Sequoia Station facility.

H. Caltrain Station Guards - Diridon and Fourth & King

The Caltrain Station Guards shall provide security patrol in the terminal and the ticket sales (TVM) area to deter potential criminal activity and shall maintain a presence on the train platforms as trains arrive and depart during

the operating hours when the Caltrain Station Guards are present. . The Caltrain Station Guards will ensure that persons using the stations are Caltrain patrons. After hours (after the last train has left the station), the Caltrain Station Guards will maintain security for the buildings, parked trains, the Caltrain station area right-of-way, and the Caltrain properties (tracks, buildings, equipment, bicycle storage lockers, etc.) adjacent to the station. Duties of the Caltrain Station Guards shall include ensuring that buildings and trains are appropriately locked, that trespassing is not allowed, and that violations are reported to the appropriate law enforcement agencies.

During execution of the above assignments, if the Caltrain Station Guard observes any concerns that need the attention of the police, the Guard will immediately notify the Security Operations Center; and stand by as needed to maintain security. The Caltrain Station Guards must be sensitive to the special needs of customers needing assistance and to the needs of the businesses that lease from or contract with the Agencies. For these reasons, all guards assigned to work this assignment must meet the requirements of and attend the same Sensitivity Training.

I. CEMOF Guards

The Contractor will deploy a Perimeter Guard and a Relief Guard at CEMOF. The duties will be similar in scope and detail as explained above in Sections 6 and 8, respectively and as further detailed in the Post Orders for CEMOF.

Proposers should note that CEMOF is the “nerve center” of Caltrain commuter railroad and it accommodates train inspections, maintenance and repairs of trains; train dispatch and train washing and storage.

From CEMOF, dispatchers monitor train traffic between San Francisco and Gilroy. This facility is comprised of a train maintenance and equipment shop housed in a three story, 58,800 square-foot building that accommodates 100 mechanical department employees and 120 train crew members; and includes a 3,000 square- foot water treatment facility that recycles about 80% of water used in the train washer.

J. Special Services Guards

The Contractor may be required to provide uniformed Security Guards to patrol areas where District or JPB revenue vehicles are parked during special events. When these services are desired, the Agencies’ Director - Safety and Security will notify the Contractor within 48 hours of the event and request the specific number of guards and detail the assignment(s) for the guards. Guards shall have at least two years’ private Security Guard experience.

EXHIBIT B

INSURANCE REQUIREMENTS

The insurance requirements specified in this Section shall cover Contractor's own liability and any liability arising out of work or services performed under this Contract by any subcontractors, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that Contractor authorizes to work under this Contract. Contractor 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 Contract. Contractor 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, Contractor shall assume any and all costs and expenses that may be incurred in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor 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 Contractor's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Contract, Contractor shall upload their required insurance certificates onto the My Insurance module of the Agency's eProcurement Vendor Portal within PlanetBids, 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 Contractor shall also maintain Employer's Liability coverage with minimum limits of \$1 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 Contractor'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 Contract.

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:

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

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

- Waiver of Subrogation.

5. Professional Liability Insurance

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the JPB and having minimum limits of liability of **\$2** million per claim or occurrence and **\$2** million annual aggregate. The policy shall include coverage for all services and work performed under this Contract.

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 Contractor. The purpose of this coverage is to protect Contractor 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, Contractor shall provide a Certificate of Insurance with respect to each required policy to be

uploaded by the Contractor under the Contract. 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.**

Upload Certificates of Insurance to:

<https://vendors.planetbids.com/portal/68007/portal-home>

In addition, the Contractor shall promptly upload to the Agency's eProcurement Vendor Portal within PlanetBids 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 uploaded 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 Contractor shall provide at least 30 days' written notice to Contractor of cancellation or non-renewal. Contractor must then provide at least 30 days' prior written notice to the JPB's Risk Manager, if any of the above policies are non-renewed or cancelled.

Submit written notice to:
Peninsula Corridor Joint Powers Board
ATTN: Risk Manager
166 N. Rollins Road
Millbrae, CA 94030

OR

Email Address: rushm@samtrans.com

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 Contractor's Contract to waive subrogation against the JPB respecting any and all claims that may arise, Contractor'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 Contractor'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 Contract.

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 Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Contractor 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, Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Contract.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions

Contractor shall be responsible for payment of any deductible or retention on Contractor'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 Contractor 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, Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Contractor or subcontractor is not a named defendant in the lawsuit.

EXHIBIT C

SMALL BUSINESS ENTERPRISE (SBE) AND PROMPT PAYMENT REQUIREMENTS

The Agency, a recipient of federal financial assistance from the U. S. Department of Transportation (DOT), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program in accordance with federal regulations 49 CFR Part 26, issued by DOT. The DBE Program includes a Small Business Enterprise (SBE) element.

No contract-specific DBE participation goal has been established for this Contract. Contractor must cooperate with the Agency in meeting its commitments and objectives with regard to ensuring non-discrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to SBE's participation do not exist.

1. **SBE POINT PREFERENCE**

The Agency has established a contract specific SBE point preference of five points. The point preference will be granted to Proposers that are either (1) an SBE; or (2) committed to subcontracting with one or more certified SBEs.

Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with proposal evaluation scoring to determine the highest ranked Proposer. Each Proposer must provide the **SBE Preference Form** with their proposal to receive a point preference. If a Proposer fails to submit this form, no SBE preference points will be added to the evaluation of the proposal.

2. **SBE EVALUATION**

The Office of Civil Rights (OCR) shall review all the information submitted by Proposers in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE point preference requirements for award of a contract to the Proposer. The Proposers shall cooperate with OCR if a request for additional information is made during this evaluation process.

3. **ASSURANCE**

Pursuant to 49 CFR §26.13, and as a material term of any Contract with the Agency, the Contractor hereby makes the following assurance and agrees to include this assurance in any contracts it makes with Subcontractors in the performance of this Contract:

"The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the Contractor or sub-

Exhibit C

contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible.”

By entering into the Contract, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms.

4. SBE CERTIFICATIONS

The Agency recognizes the following SBE certifications:

- A. Small Business Administration (SBA) 8(a) provided that a firm’s average annual gross receipts do not exceed the maximum cap referenced in section 5C. <https://search.certifications.sba.gov/>
- B. California Department of General Services (DGS) Small Business (SB), SB for the purpose of Public Works (SB-PW), and Micro Business (MB) certifications. <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
- C. SBE certifications by the San Francisco Bay Area Rapid Transit District. <https://bart.gob2g.com/FrontEnd/searchcertifieddirectory.asp>
- D. SBE certifications by the Santa Clara Valley Transportation Authority. <https://b2gnow.mwdbe.com/frontend/searchcertifieddirectory.asp?tn=vta>
- E. SBE certifications by the Los Angeles County Metropolitan Transportation Authority. <https://smallbusinessquery.metro.net/main>
- F. Other SBE certifications with an online directory may be accepted for this contract only if confirmed through the Q&A process in PlanetBids.

5. SBE ELIGIBILITY

To participate as an eligible small business, a firm must meet all of the following requirements:

- A. The firm must be certified per section 4: SBE Certifications.
- B. A firm (including affiliates) must be an existing small business as defined by SBA regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- C. Even if your firm meets the above requirement, your firm’s (including affiliates’) average annual gross receipts over the previous three years cannot exceed a maximum cap of **\$31.84 million**.

Exhibit C

Small Business Enterprise (SBE) and Prompt Payment Requirements

Note: SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the maximum cap. A general construction contractor meeting the SBA size standard but exceeding the maximum cap, for example, is ineligible to participate as a small business on Agency' contracts. Please verify a firm's industry size standard by visiting SBA at: <http://www.sba.gov/content/determining-size-standards>.

6. COUNTING SBE PARTICIPATION

SBE participation includes that portion of the Contract actually performed by a certified SBE with its own forces. SBEs may participate as a contractor, subcontractor, joint venture partner, vendor or supplier of materials or services required by the Contract. An SBE's participation can only be counted if it performs a commercially useful function on the Contract. An SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Contract.

7. CONTRACT COMPLIANCE

A. Substitution of Subcontractors

The Contractor shall not terminate a SBE Subcontractor at any tier without prior written consent from the Agency. The Contractor shall notify OCR in writing of its intention to substitute a SBE Subcontractor before any substitution of a SBE Subcontractor takes place. The Contractor must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The Contractor shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains prior written consent. Unless prior consent is given, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

B. Change to a Firm's SBE Status

If a SBE Subcontractor is either decertified as an SBE or a Subcontractor is certified as an SBE during the life of the Contract, such Subcontractor shall notify the Contractor in writing with the date of decertification or certification. The Contractor shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

Exhibit C

C. Prompt Payment to Subcontractors

The Contractor shall pay any Subcontractors approved by the Agency for work that has been satisfactorily performed no later than seven calendar days from the date of Contractor's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the Contractor, make prompt and regular incremental inspections and approvals of portions of the work and, promptly release retainage to the Contractor based on these inspections and approvals. The Agency's incremental approvals and release of a portion of the retainage under this section does not constitute Acceptance of the work.

Within seven calendar days after the Agency has made a retainage payment to the Contractor, the Contractor shall release to any Subcontractor, who has satisfactorily completed work covered by the Agency's inspection and approval, the retainage owed to the Subcontractor for such work. For purposes of this section, a Subcontractor's work is satisfactorily completed when the Contractor certifies to the Agency that all the tasks called for in the subcontract related to the work covered by the Agency's incremental inspection and approval have been satisfactorily completed.

Any delay or postponement of payment by the Contractor to a Subcontractor may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the Contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Contractor or Subcontractors in the event of a dispute involving late payment or nonpayment by the Contractor; deficient Subcontractor performance; and/or noncompliance by a Subcontractor. This clause applies to all Subcontractors. In the event Contractor does not make progress payments or release retentions to the Subcontractor in accordance with the time periods specified herein, the Contractor will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

The Contractor shall cooperate with the Project Manager or the Resident Engineer and OCR to identify, report and effectuate the prompt and regular approvals of the work.

D. Monthly Electronic Reporting Requirements

The Contractor shall maintain records of all Subcontractor participation in the performance of the contract. This includes subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

Exhibit C

The Contractor is required to report payments to all subcontractors, suppliers, manufacturers, and truckers (Subcontractors) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the Contractor and prompt payments made by the Contractor to its Subcontractors. The Contractor and every Subcontractor will receive payment notifications via email. The Contractor must report a payment made to Subcontractor(s) within five calendar days of an email notification. The Subcontractor(s) must confirm receipt of payment from the Contractor within five calendar days of an email notification.

It is the Contractor's responsibility to ensure that Subcontractor(s) confirm payments in the System in accordance with the requirements set forth above.

If the Contractor fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received written approval for an extension, the Contractor agrees to pay a sum of \$50 each day the monthly report is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the Agency will sustain and which are impractical to determine in advance. The Agency may deduct the amount of liquidated damages from monies due to the Contractor.

8. ADMINISTRATIVE REMEDIES

In the event the Contractor fails to comply with the SBE requirements of this Contract in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Contract retentions, imposition of liquidated damages, and termination of the Contract in whole or in part.

EXHIBIT D

CONTRACTOR'S PROPOSAL, AS ACCEPTED BY THE AGENCY

[CONTRACTOR'S PROPOSAL WILL BE INSERTED HERE]

EXHIBIT E

CONTRACTOR'S COST PROPOSAL, AS ACCEPTED BY THE AGENCY

[CONTRACTOR'S COST PROPOSAL WILL BE INSERTED HERE]

**Peninsula Corridor Joint Powers Board
Staff Report**

To: JPB Finance Committee
Through: Michelle Bouchard, Executive Director
From: Kate Jordan Steiner, Chief Financial Officer
For: June 2026 JPB Board of Directors Meeting
Subject: **Receive Quarterly Fuel Hedge Report Fiscal Year 2026 Quarter 3**



Finance Committee
Recommendation



Technology, Operations, Planning,
and Safety Committee
Recommendation



Advocacy and Major Projects
Committee Recommendation

Purpose and Recommended Action

Staff provides this report as an update on Caltrain's fuel hedging strategy for the Board of Directors' (Board) review.

Executive Summary

After a brief suspension following electrification in 2024, Caltrain reinstated its diesel fuel hedging program in October 2025 to stabilize costs for the San Jose–Gilroy diesel service. Despite market volatility caused by geopolitical events, the program is performing well with a total account value of \$726,902 as of March 31, 2026.

Discussion

The purpose of this presentation is to provide an update on the performance of the Diesel Fuel Hedging Program (Program) established for Caltrain. The Program, implemented in partnership with Linwood Capital, LLC, was designed to reduce expense volatility caused by fluctuations in diesel fuel prices, thereby supporting financial stability in operations.

In September 2024 Caltrain launched fully electric service between San Francisco and San Jose; however, Caltrain still provides diesel service between San Jose and Gilroy.

Caltrain's diesel fuel hedging program, managed in partnership with Linwood Capital, LLC, was initiated in May 2020. The primary objective of this program has been to mitigate budget volatility stemming from fluctuations in diesel fuel prices, thereby enhancing financial stability and predictability for Caltrain's operations.

Following electrification of Caltrain in October 2024, diesel fuel consumption declined significantly, leading to the wind-down of the diesel fuel hedge program. By the end of the Fiscal Year (FY) 2025 Quarter (Q4), the hedge account was fully liquidated, with a final disbursement of \$4,369,988.20 issued to Caltrain. Following the close of FY25 Q4, a recommendation was presented to management to reinstate the fuel hedging program, and

management approved the reinstatement. During FY26 Q1, Caltrain did not immediately enter into fuel hedge contracts, as staff observed a continuing downward trend in diesel prices and recommended waiting for further price declines before executing any positions. This approach was intended to optimize hedge timing and secure more favorable pricing once the market stabilized at lower levels.

In October 2025, following the close of FY26 Q1, and as diesel fuel prices declined, Caltrain reinstated its fuel hedge program. From October 2025, shortly after the contracts were executed, fuel prices spiked due to supply chain disruptions and sanctions from the Russia-Ukraine war. Since that spike, prices have spiked up again due to the war in the Persian Gulf. As of March 31, 2026, Caltrain is hedged for 441,000 gallons of diesel, covering most of the period from April 2026 through August 2027, with a current net unrealized gain of \$365,018 as of the end of March 2026.

Update on Hedging Electricity

At present, there is no viable mechanism for Caltrain to hedge electricity costs as a retail customer. Effective hedging would require access to the wholesale energy market through long-term power purchase agreements (PPAs), which is not currently available to Caltrain. However, since retail electricity rates are already partially insulated from market volatility through utility-level PPAs and other instruments, they inherently function as a hedged cost.

Staff will continue to explore long-term strategies and opportunities to hedge electricity costs, with a note that access to the wholesale market is essential for any meaningful hedging program.

Fiscal Year 2026 Performance

- As of FY26 Q3, the fuel hedging program had a realized gain of \$111,884.
- 84,000 gallons of hedging was added in FY26 Q3.

Prospective

Following the electrification of Caltrain services in October 2024, diesel fuel consumption has significantly decreased from an average of 323,114 gallons to 30,077 gallons per month for the period October 2024 through March 2026.

Subsequent Fuel Hedge Asset Information as of March 31, 2026:

During FY26 Q1, \$250,000 was deposited into the hedging account. As of March 31, 2026, the value of the hedging account is \$726,902 which is the sum of:

- \$250,000 in deposits by the Peninsula Corridor Joint Powers Board (JPB),
- \$111,884 in realized gains, and

- \$365,018 in current unrealized gains.

Key Takeaways

Financial Performance: The hedging account holds a total value of \$726,902, consisting of a \$250,000 deposit, \$111,884 in realized gains, and \$365,018 in unrealized gains.

Operational Coverage: As of March 31, 2026, Caltrain is hedged for 441,000 gallons of diesel, covering the period through August 2027.

Electricity Status: There is currently no mechanism to hedge retail electricity; however, current rates are considered inherently hedged via existing utility-level agreements.

Budget Impact

This is an informational item. There is no budget impact.

Prepared By: Daniel Yap Senior Financial Analyst 04/30/2026