

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposals for Property/Casualty Insurance Broker Services

Project Summary Sheet

Solicitation Issuance Date: Tuesday, April 7, 2026

Project Description: The Santa Barbara Metropolitan Transit District (MTD), a California special district for public transit, is requesting proposals for comprehensive property and casualty insurance brokerage services. The selected broker will market MTD to the broadest insurance marketplace to secure cost-effective and timely property and casualty coverage for all MTD's functions, operations, and programs, and will provide ongoing support in risk management, claims consultation, and contract evaluation.

Project Location: MTD Business Office is located at 550 Olive Street, Santa Barbara, CA 93101. MTD's service area is 52 square miles and includes the cities of Santa Barbara, Goleta and Carpinteria; and the unincorporated portion of the County of Santa Barbara between such cities including the areas of Montecito and Summerland.

Clarification & Request Due: Tuesday, April 21, 2026, by 10:00 AM PDT to purchasing@sbmtd.gov

Proposal Due Date/Time: **Tuesday, May 5, 2026, by 10:00 AM PDT to purchasing@sbmtd.gov**

Proposal Contents:

- Technical Proposal with Price Proposal/Compensation Strategy
- Bidder Information form
- Acknowledgement of Addenda form
- Noncollusion Declaration/Compensation Certification
- Lobbying Certification

Award Consideration Date: Tuesday, June 2, 2026 (anticipated)

Project Contact: Valerie White, Purchasing Agent, Phone: 805.963.3364 x 244
purchasing@sbmtd.gov



**Request for Proposals
for
Property/Casualty Insurance Broker Services**

April 7, 2026

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposals for Property/Casualty Insurance Broker Services *Solicitation Instructions*

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposals for Property/Casualty Insurance Broker Services

Solicitation Instructions

1. PROJECT DESCRIPTION

The Santa Barbara Metropolitan Transit District (“MTD” or “District”) is an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code. MTD’s mission is to enhance the mobility of South Coast residents, commuters, and visitors by offering safe, appealing, equitable, environmentally responsible, and fiscally sound transit service. Last year, MTD used approximately 100 buses for 171,457 revenue hours, covering 2,088,528 miles and serving 4,684,415 boardings. MTD has about 202 employees, of which 130 are bus operators. The 52-square-mile service area covers the cities of Santa Barbara, Goleta, and Carpinteria, plus the unincorporated county areas in between, including Montecito and Summerland.

This Request for Proposals for Property/Casualty Insurance Broker Services (RFP) seeks offers from highly qualified firms for insurance brokerage services. The firm shall provide for property and casualty coverage for three years, with an optional two-year MTD extension. The selected firm shall market MTD to the broadest insurance marketplace for cost-effective, timely placement of all needed coverage. Insurance lines may include Property, Commercial General Liability, Automobile (such as Fixed Route Transit Buses, Micro-transit vans, and passenger vehicles), public officials, employment practices liability, and crime coverage.

The selected broker of record shall provide additional support services to MTD within their commission and fee cost structure. These may include coverages such as Builders’ Risk or OCIP for Capital Improvement Projects, Marine Liability for materials or products in transit, loss control, coverage analysis, consultation, and claims assistance. Other services may include market research, policy endorsements, certificates of insurance, tracking certificates issued under third-party contracts, evaluating vendor contracts, and purchase orders issued.

2. PRE-PROPOSAL ACTIVITIES

2.1 Communication, Questions, & Requests

- **Due by Tuesday, April 21, 2026, by 10:00 AM PDT to purchasing@sbmtd.gov**

Communications regarding this RFP must be directed to the MTD Purchasing Agent via e-mail to purchasing@sbmtd.gov. MTD shall accept questions and requests for clarification or change only until Tuesday, April 21, 2026, by 10:00 AM (local time). Offerors may request clarification or request a change to any aspect or requirement of the RFP or any addenda thereto. MTD responses shall be provided only in written addenda. Only addenda issued by MTD is binding upon this solicitation.

2.2. RFP Modifications & Addenda

MTD reserves the right to amend this RFP through written addenda. Other than through written addenda, no other form of communication with any officer, employee or agent of MTD shall be binding upon MTD. Failure of an Offeror to receive any addendum shall not relieve it from any obligation under the RFP as clarified or modified. Any addenda will be sent via e-mail to all parties known to have received the RFP and concurrently posted to MTD's website at <https://sbmtd.gov/about/doing-business/>.

3. PROPOSAL PREPARATION

The Offeror's proposal shall include two types of information: Offeror-prepared documents and Offeror-completed MTD forms and certifications provided by MTD.

3.1 Offeror-prepared Documents

An Offeror proposal should demonstrate quality, completeness, adequacy, and thoroughness.

- Letter of Transmittal** – Cover Letter shall be signed by an authorized officer with full and complete authority to bind the Offeror contractually, and shall state and certify the Offeror to the following:
- Its interest and willingness to enter into a contract with MTD to carry out the broker services as described in the attached Scope of Services.
 - Its willingness to accept the contract terms and conditions included in the MTD Master Agreement and the FTA Contract Provisions.
 - Its ability and willingness to obtain insurance meets the requirements indicated in paragraph 18 of the Master Agreement.
 - It is currently licensed by the California Department of Insurance and can provide a copy of the license upon request. *Please list all names utilized by the organization in the past, in the event your organization has had any name changes.*
 - There is no prior history of corrective action with the California Department of Insurance, under Offeror's current company name or by any name used in the past (in the event Offeror has changed names in the past). *If your organization has changed names in the past, please list all names previously used by Offeror. Offeror shall disclose any actions taken, proposed, or negotiated with Offeror by the State of California Department of Justice, Office of the Attorney General, under current organizational name or under any prior name (if organization has changed names in the past).*
 - Its firm and staff proposed to work on MTD's projects have a minimum of five (5) years' expertise and experience in providing insurance brokerage and consulting services with emphasis on the public sector with depth and breadth of services available, comparable to MTD. *This applies to both current and past contracts; state entity name, type of services, and date of services provided.*

Company Background and Information

- Please provide information regarding your organization, including a short description of your services, length of time in business and company size.
- Identify your business structure – corporation, partnership, sole proprietorship, etc. and number of years of operation under this structure. List any and all names previously used by your firm.
- For any business structure, provide history of acquisition, buyouts or mergers with other entities for the past ten years.
- How many years of experience does your firm have in the United States providing Insurance Brokerage Services? (Provide name and address if prior business name is not the same as Offeror)
- Please provide a general list of clients and names of contacts from at least several organizations that have knowledge of your company that may vouch for your company's integrity, judgment and performance.
- Please provide a list of five clients who have not renewed your agency/firm as Broker of Record within the last ten years. Please include the reasons for the most recent non-renewal.

 References

- Offeror must demonstrate successful prior performance of comparable services in the public sector arena and provide a minimum of three (3) references from California public sector entities and clients that are comparable to MTD for which these types of services have been performed within the past five (5) years. Each reference listed should include all the following information:
 - **Client name, contact name and title, with current email address and telephone number for MTD to contact, as a reference**
 - Type of insurance and/or services provided
 - Date and length of services provided
 - Brief description of responsibilities for the account held by service team members that may be proposed to work on the MTD Account
- Include a one-page summary of the outcome of a service provided to one of the clients listed above.
- Offerors must provide a complete list of California public entities that discontinued the use of their services within the last ten (10) years.

 Financial Stability

- Provide your firm's Annual Report for the last year. Offeror must also include an independently audited financial statement for the last fiscal year. An audited financial statement is required; **un-audited financial statement will not be accepted.**
- Provide your firm's most recent financial ratings from the Rating Bureau A.M. Best.

- Offeror shall disclose/describe any sources of income received from any source or corporate relationship resulting from the marketing of insurance programs on behalf of MTD. This must include all commissions paid by underwriters or contingency commissions.

Operational Requirements

- Offeror shall submit a project organization chart to delineate reporting relationships among assigned staff.
- Offeror must provide evidence of good organization and best management practices.
- Offeror shall describe the firm's experience and ability to access insurance markets to maximize availability of coverage and shall include available markets and volume of business
 - Offeror shall provide a list of support services to MTD such as:
 - Loss Control (including inspection and services)
 - Appraisal Services
 - Claims Handling
 - Claim Reports
 - Certificate of Insurance and Endorsement Management
 - Other services, including but not limited to those outline in the attached Scope of Services.
- Based on the Offeror's review of MTD's existing property/casualty insurance portfolio (presented in the attached Scope of Services), provide suggestions for enhancing, consolidating and/or adding additional coverage(s) for the benefit of MTD including but not limited to:
 - Insurance
 - Alternative Risk Financing, including but not limited to Self-Insurance, Captive Insurance and Risk Retention Groups
 - Finite Risk Programs
- Offeror shall identify all proposed intermediaries Offeror intends to use in arranging for placements or access to insurance markets required by MTD's existing insurance program. Offeror must include the following:
 - Managing General Agents
 - Wholesale and Surplus Lines Brokers
 - London Market
 - Reinsurance Brokers
- Offeror must describe/demonstrate the ability to respond efficiently and timely to requests for services.

Personnel Requirements

- Assigned staff must have a minimum of five (5) years of expertise and experience with emphasis on the public sector with depth and breadth of services available. This applies to current and past contracts. Please state:
 - Entity name
 - Type of services and
 - Date of services provided
- Offeror shall document and provide resumes of key personnel assigned to MTD's account which includes the following:
 - Education
 - Experience/Qualifications
 - Professional Credentials (where applicable)
 - Area of Special Expertise in Insurance Brokerage and Consulting Services provided to Governmental Public Service Entities

Transition Plan

- Proposals should explain the methodology, time frame, and plan for transitioning brokers and completing this project, and how Offeror will meet the required deadlines of January 31 and March 31, for July 1 effective placement with no lapse in existing coverage as detailed in the Scope of Services under the "Placement of Insurance Policies" section. *The Awarded Broker may need to meet different timelines based upon existing and expiring coverages, which will need to be renewed before policy expiration.*
- Furnish a proposed schedule\Outline sequentially the activities that would be undertaken in completing the work.

Price Proposal-Compensation Strategy

Note: Offerors are not authorized to approach insurers or any other underwriting sources on behalf of MTD. No insurance market contact may be made on behalf of MTD, and no market reservations or commitments may be made for any purpose with respect to any insurance or reinsurance to be provided for MTD. Failure to adhere to this request by a proposing broker may disqualify such broker's proposal.

- Describe how you plan to be compensated, whether it is solely on commission or if there will be fees included. Describe how the amount of commission (and fees) will be determined initially and overtime (the three-year base term and the one, two-year contract extension, if MTD options to extend), and whether you would receive any other income for placing MTD's insurance or related services. As fees are generally paid through the insurance carrier, should there be any charged outside of that, they need to be identified in this solicitation. Please note that contingent commissions are not allowed.

(price proposal requirements continue on next page)

- After reviewing MTD's portfolio in the Scope of Services, provide an overall assessment of the structure of each policy or group of policies, commenting on the current insurance companies and limits of coverage for each, including adequacy of overall limits of protection and appropriateness of various retention or deductible amounts. It is acceptable to provide a critical review of the current coverage provided and identify any features that might be particularly attractive to MTD. This review could include the use of specific insurers, coverage forms, special clauses, wording, and the consolidation of policies.

Price Proposal (continued): Additional Information

- Offerors shall describe any unique services they can provide to MTD that will distinguish their firm from other potential firms.
- Include a description of any services not previously covered which may be of particular value to MTD and if the programs or resource is included in the proposal price or is offered at an additional cost option.

3.2 Offeror-completed MTD Forms and Certifications

In the attached MTD forms, MTD may interchangeably use the terms "Vendor," "Bidder," "Offeror," "Firm," "Broker," and "Contractor." Forms to be completed and returned with proposal include:

- Bidder Information** – Proposal shall include the fully completed Bidder Information form included in this RFP package.
- Acknowledgement of Addenda** – Offeror shall acknowledge either receipt of each Addendum, or that there were no addenda, by including in its proposal the fully completed and signed Acknowledgement of Addenda form in this RFP package.
- Noncollusion Declaration/Compensation Certification** – Proposal shall include the signed and dated Noncollusion Declaration and Compensation Certification forms included in this RFP package.
- Lobbying Certification** – Proposal shall include the fully completed and signed Lobbying Certification form required under federal law for projects exceeding \$100,000.

4. **PROPOSAL SUBMITTAL**

4.1 Proposal Delivery

- **Due Tuesday, May 5, 2026, at 10:00 AM (PDT) to purchasing@sbmtd.gov**

Electronic Proposal Submittal: One electronic proposal in readable PDF format shall be emailed to purchasing@sbmtd.gov with the email subject line stating "Insurance Broker Services Proposal."

Proposals will be accepted by MTD via email only until Tuesday, May 5, 2026, at 10:00 AM (local time). It is advisable to submit the proposal in advance of the deadline to allow for the resolution of any email delivery problems. Unless determined solely by MTD that a proposal was late due to the

fault of MTD, submittals received after such time cannot be considered by MTD. There will be no public opening of proposals.

4.2 Withdrawal of Proposals

An Offeror may withdraw a proposal any time prior to the submittal deadline by sending an email request from the Offeror's authorized representative. A proposal may be resubmitted by the submittal deadline.

4.3 Submitted Proposal Stipulations

All responses to this RFP shall become the exclusive property of MTD.

Proposals submitted will remain valid for ninety (90) calendar days following the due date. MTD will not pay any cost incurred by Offeror resulting from preparation or delivery of its proposal. MTD reserves the sole right to review, accept or reject proposals; or to cancel this solicitation in whole or in part if it is in MTD's best interest to do so.

Confidentiality: At such time as the General Manager recommends a Offeror to the Board of Directors, and such recommendation, with any recommended contract appears on the Board agenda, all proposals accepted by MTD shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified as business or trade secrets and plainly marked as "Proprietary". Each element of a proposal which is not to be considered a public record must be clearly marked as set forth above, and any blanket statement (e.g., regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind MTD in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, MTD shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

5. PROPOSAL EVALUATION

5.1 Proposal Deviations & Collusion

MTD may reject any proposal that includes unacceptable deviations or is not prepared in accordance with the instructions and requirements of this RFP. MTD reserves the right to waive any defects, minor informalities, or irregularities in any proposal which do not materially affect the proposal or prejudice other Offerors. If there is any evidence indicating that two or more Offerors are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such offers shall be rejected and such evidence may be a cause for disqualification of the participants in any future MTD solicitations.

5.2 Responsiveness

MTD shall examine all proposals for completeness and responsiveness to the provisions of this RFP. MTD may request additional or clarifying information from an Offeror. Proposals that do not contain

all required materials, information or forms; or where such materials, information or forms are substantially incomplete may be considered non-responsive and rejected by MTD.

5.3 Evaluation

Responsive proposals from Offerors shall be subject to further assessment as follows:

- **Review by an Evaluation Committee** – The purpose of the Evaluation Committee is to establish the firm that the committee believes will provide MTD with the best “value.” Value for this RFP is determined by the following factors in descending order of importance:
 - **Price Proposal-Compensation Strategy**
 - **Experience of the Offeror as an Insurance Brokerage Firm** specializing in the placement and management of municipal insurance placement and working with municipal clients, including municipal clients of similar size, complexity, and service delivery as MTD; Offeror’s team assigned to MTD’s account and each of the team members public sector experience; depth of resources with a completed and detailed product, including use of open market sources, use of non-proprietary coverages and programs, disclosure of underwriting data and information including any formulae related to the calculation of premiums; pricing methodology and proposed additional services available to MTD included within costs.
 - **Methodology, Time Frame, and Plan for Project Completion**, including marketing and use of non-proprietary coverages and programs, and full disclosure of all underwriting requirements and formulas related to MTD’s account; On-Going Account and Support Services (including but not limited to Loss Control, Appraisal Services, Claims Handling and Claim Reports).
 - **References** indicating past performance of the firm; contact information to be included for both current and former clients.
 - **Quality and responsiveness of the proposal**, including any supplemental services available to MTD within the fixed-fee cost proposal
- **Competitive Range is Established** – The Evaluation Committee will evaluate and rank proposals to determine the most qualified Offeror(s). Based upon the initial ranking, MTD’s staff may either (1) determine “responsibility” (as described below) and transmit to the General Manager a recommendation of contract award to the highest ranked and responsible Offeror; or (2) recommend establishment of a competitive range. The competitive range may include all or a portion of the Offerors.
- **Determine Responsibility** – For responsive proposals within the competitive range, MTD shall make an assessment of the Offeror’s “responsibility.” For purposes of this RFP, responsibility is defined as evidence of adequate professional and technical capacity and experience to carry out the broker of record services; and satisfactory performance in previous contracts. Such process will use the reference information provided in the submittal and may involve requesting additional or clarifying information from an Offeror.

The proposal from any Offeror not found to be responsible shall be considered non-responsive and rejected by MTD.

- **Interview** – As part of the evaluation process, MTD may conduct interviews with the highest ranked Offeror or Offerors within the competitive range. Such interviews are for information gathering and clarification for the Evaluation Committee. MTD may conduct interviews in person or by utilizing teleconferencing and electronic means. MTD reserves the right to award a contract without interviews and/or negotiations if deemed unnecessary to determine the most qualified, responsible Offeror with a fair and reasonable price proposal.
- **Best and Final Offer** – MTD may require Offerors in the competitive range to submit BAFOs, which include any modifications to their Proposal or written responses to any issues, concerns and questions that were raised during the interviews and/or MTD's written request for BAFOs. MTD reserves the right to require a second round of BAFOs after the initial round has concluded.

5.4 Final Evaluation

If MTD chooses to conduct interviews and/or request BAFO submittals, the Evaluation Committee will conduct a final round of evaluation that takes into consideration information collected from interviews and/or BAFOs. Based upon the final ranking of offers, MTD staff will determine the highest ranked Offeror and report to the General Manager.

6. CONTRACT AWARD

6.1 Award Process

If considered in MTD's best interest, the MTD General Manager may recommend to the MTD Board of Directors that a contract be awarded to the Offeror that has submitted the proposal that MTD finds provides the best value. It is anticipated that such recommendation will be considered by the Board at its regular meeting of Tuesday, June 2, 2026.

6.2 Contract Execution

The contract will be executed as soon as practical after contract award and receipt of certificates of insurance meeting MTD requirements. The contract will include the MTD Master Agreement, the FTA Terms and Conditions, the Scope of Services, and relevant portions of the Contractor's proposal (and any subsequent BAFO). A Notice to Proceed will be issued upon execution of the contract.

6.3 Option Provisions

The option for a single two-year contract extension may be exercised at the sole discretion of MTD, provided that the Offeror has included firm pricing for the extension period (either as a fixed fee or a defined annual percentage escalation) within the awarded proposal. To exercise this option, MTD will provide written notice to the Contractor at least three (3) months prior to the termination of the initial contract term.

7. PROTEST PROCEDURES

MTD has established procurement protest procedures to ensure uniform, timely, and fair consideration of complaints received by MTD concerning its procurement activities. Such procedures are available on MTD's website at: <https://sbmtd.gov/about/doing-business/>.

End of Solicitation Instructions Text (Also See Attachments 1-4)



Request for Qualifications for Property/Casualty Insurance Broker Services

Attachment 1 MTD Forms & Certifications

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Qualifications for Property/Casualty Insurance Broker Services

CHECKLIST

The Checklist is an aid for completing the requirements of this Request for Qualifications for Property/Casualty Insurance Broker Services (RFP). It does not substitute for any provision or obligation in the Solicitation Instructions or the terms and conditions in the attachments. In the event of any conflict between this Checklist and the aforementioned documents, the latter shall control over the Checklist.

Important Dates:

- Requests for change and clarifications due by Tuesday, April 21, 2026, by 10:00 AM PDT by email to purchasing@sbmtd.gov
- Submittals due by Tuesday, May 5, 2026, by 10:00 AM PDT by email to purchasing@sbmtd.gov

Required Offeror-Provided Documents:

Submit one original "wet ink" and one printed copy and one digital copy in readable PDF on USB flash drive

- Technical Proposal with Price Proposal/Compensation Strategy

Required MTD Forms to be completed:

Submit one original "wet ink" and one printed copy and one digital copy in readable PDF on USB flash drive

- Bidder Information
- Acknowledgement of Addenda
- Non-Collusion Declaration and Compensation Certification
- Lobbying Certification

Anticipated Project Milestones:

- Interviews/ BAFOs (if necessary, by MTD evaluation committee) starting May 11, 2026
- Board of Directors consideration, June 2, 2026, meeting
- Contract Execution by July 1, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Qualifications for Property/Casualty Insurance Broker Services

BIDDER INFORMATION

General Information

Business Name of Bidder: _____

Business Type: Corporation (State of Incorporation: _____) Partnership
 Sole Proprietorship Other: _____

Age of the Firm: _____ Annual gross receipts (range/rounded): _____

Special Business Designations (DBE, MBE, WBE, etc): _____
 DBE non-DBE

Business Federal Tax ID Number: _____ DUNS Number (if have one): _____

NAICS code(s) for accomplishing the scope of work: _____

Corporate Headquarters

Street Address: _____

City: _____ State: _____ Zip Code: _____

Local Branch (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: _____

City: _____ State: _____ Zip Code: _____

Authorizing Contact (authorized to bind the firm contractually, discuss/negotiate account terms)

Name: _____ Title: _____

Location: HQ Local Office Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

Project Manager (MTD point of contact for bringing the project to completion at the proposed price)

Name: _____ Title: _____

Location: HQ Local Office Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Qualifications for Property/Casualty Insurance Broker Services

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder’s receipt of the following addenda to this request for proposals and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write “None” in the first blank):

| | | | |
|--------------|-------|-------|-------|
| Addendum No. | _____ | dated | _____ |
| Addendum No. | _____ | dated | _____ |
| Addendum No. | _____ | dated | _____ |
| Addendum No. | _____ | dated | _____ |
| Addendum No. | _____ | dated | _____ |
| Addendum No. | _____ | dated | _____ |

Note: It is the Bidder’s responsibility to ensure it receives all addenda which are posted under “Active Procurements” at the bottom of MTD’s website at <http://www.sbmtd.gov/about/doing-business/>.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Qualifications for Property/Casualty Insurance Broker Services

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____,
(title) (business name of bidder)

the party making the included bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____.
(date) (city, state)

Authorized Official Signature

Authorized Official Name (printed)

COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Qualifications for Property/Casualty Insurance Broker Services

LOBBYING CERTIFICATION

The undersigned Contractor certifies that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information Form)



Request for Qualifications for Property/Casualty Insurance Broker Services

Attachment 2 Scope of Services

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
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550 Olive Street
Santa Barbara CA 93101
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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Request for Proposals for Property/Casualty Insurance Broker Services

Scope of Services

1. BACKGROUND

As of 2026, the District currently purchases and maintains the following insurance coverage:

| Coverage | Insured or Self-Insured | Inception | Expiration | Broker | Self-Insured Retention or Deductible |
|--|-------------------------|-----------|------------|------------------------------|---|
| Directors and Officers Liability (D&O) & Employer Practices Liability Insurance (EPLI) | SIR | 1/3/2026 | 7/1/2027 | Brown & Brown | No deductible \$3M Claim/\$6M Aggregate \$250,000 SIR EPLI \$50,000 SIR DO |
| Fiduciary Liability | Insured | 1/3/2026 | 7/1/2027 | Brown & Brown | No deductible/No SIR \$2M Aggregate |
| Workers' Compensation (VA) <i>(one employee located in Virginia)</i> | Insured | 2/12/2025 | 2/12/2026 | Direct with Builder's Mutual | \$100,000 /accident \$500,000 Policy Limit |
| General Liability | Insured | 4/1/2026 | 7/1/2027 | Brown & Brown | \$250,000 SIR each occurrence \$1M Each Claim \$1M Aggregate |
| Business Auto | Self-Insured with XS | 4/1/2026 | 7/1/2027 | Brown & Brown | \$250,000 SIR each occurrence; \$5M Xs SIR; \$5M Xs \$5M \$5M Aggregate \$5M Xs \$10 M \$5 M Aggregate |
| Earthquake | Insured | 5/24/2025 | 5/24/2026 | Brown & Brown | 5% with \$25,000 min/ deductible per occurrence Coverage Varies - SOV |
| Property | Insured | 5/24/2025 | 5/24/2026 | Brown & Brown | \$25,000 deductible Coverage varies |
| Equipment Breakdown | Insured | 5/24/2025 | 5/24/2026 | Brown & Brown | \$10,000 deductible |
| Workers' Compensation (CA) | Self-Insured with XS | 7/1/2025 | 7/1/2026 | PRISM | \$250,000 SIR each occurrence Statutory Limits |
| Flood | Insured | 7/10/2025 | 7/10/2026 | Brown & Brown | \$5,000 deductible Coverage varies |
| Cyber Liability | Insured | 8/1/2025 | 8/1/2026 | Brown & Brown | \$10k deductible \$1M Overall limit Coverage varies |
| ERISA Bond | Insured | 8/13/2017 | 8/13/2026 | Brown & Brown | \$500,000 Limit of Insurance |

The Santa Barbara Metropolitan Transit District (“District”) is a progressive, innovative and dynamic fixed route bus transit operator, with micro-transit operations (no heavy rail, no light rail, no commuter coach operations), located in Santa Barbara California. The District is full-service agency (in-house Bus operations; in-house mechanics; and in-house Service and Utility). The overall service area includes the Isla Vista community (including UCSB), Montecito, along with other unincorporated areas of the South County portion of Santa Barbara County; the Cities of Goleta, Santa Barbara, and Carpinteria.

The District incorporated in 1969, under California Public Utilities Code §95030. The District is a Special District, recognized under State Law, and operates under the leadership of the General Manager, with a Board of Directors. The District has an operating budget, for 2025/26, of \$34,226,154; and a capital budget of \$44,694,000.

The District employs approximately 194 full-time equivalent employees, plus approximately 8 part-time employees. Approximately 165 of these employees are covered under one Union local and three bargaining units (Drivers, Operator Supervisors, and Maintenance). The remainder of the employees are non-represented. The District’s main business line is Fixed Route Transit, Micro-transit, and compliments those services through our Capital Improvement Program, and General Administration.

2. PROJECT WORK

The District seeks a Contractor (a “Broker of Record”, and/or “Agency” and/or “Firm” hereinafter interchangeable and referred to as “Broker”) to provide insurance consulting and brokerage services to assist in the acquisition of property and casualty insurance. The selected firm or agency is not bound to provide only those insurance coverages listed in the table in Section 1- Background above.

The selected firm or agency shall utilize best practices and in consultation with the District to provide those coverages which provides the most comprehensive coverage for the District, with insurance companies and underwriters who will proactively and positively respond to any District claim for coverage. Broker shall explore strategies for traditional and alternative risk financing programs. Broker will make recommendations on creative alternatives to the existing insurance programs, assist the District through the District’s delegated representative in evaluating these alternatives and provide unbiased, professional advice and/or recommendations that will enable the District to reduce its total cost of risk, and costs associated with self-insurance, primary and/or excess insurance, and reduce costs associated with the purchase of insurance policies. Brokerage and consulting services must be provided for annual policy renewals and on an as-needed basis (for ongoing and new capital projects).

The Broker/firm must have expertise to fully assist the District with capital improvement projects, including reviewing and recommending to the District the use of, but not limited to, Builder’s Risk, OCIP, or other methods related to capital improvement projects, to protect project financing and reduce financial risk to the District. The selected Broker must provide a thorough renewal presentation each year with policy recommendations to include analysis of available alternatives in consideration of District exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, evaluation of insurance in vendor contracts and purchase orders, as well as coverage consultation on behalf of District claims and in support of the District.

The selected firm or agency shall, under this contract, assist the District in obtaining coverage for claims, providing the District with coverage analysis on claims, and advocating on behalf of the District for prompt resolution and payment of all claim-related costs from the carrier. Broker will also advise on a continuing basis and in a timely manner any and all significant insurance matters and developments regarding carrier service issues. Broker may be called upon to advise and/or assist the District in the education and/or training of Board of Directors and/or District Staff on insurance-related problems or matters, or risk reduction techniques, training, information, inspection services.

In addition, Broker may provide any additional services to the District, including but not limited to marketing the District to the broadest insurance marketplace for the cost effective and timely placement of property and casualty insurance coverage for all District functions, operations, and programs; including but not limited to additional support services to the District for risk loss control services, actuarial services, education and training, insurance coverage analysis, consultation and assistance with claims, market research, policy endorsements, certificates of insurance, evaluation of vendor contracts and purchase orders, which services are to be included within the overall scope of services and compensation for this account, as the District may desire to use from time to time during the term of this service contract.

Placement of Insurance Policies: The Broker shall develop all calendar timelines for renewal to coincide with the District's budgeting and Fiscal Year timelines. The District's Fiscal Year begins July 1 and ends on June 30. Budget review begins in November, when the Broker will be required to have developed "Not To Exceed" costs for the District to include in budget review. Broker shall prepare and present to the District no later than January 31 of each year the District's expected "Not to Exceed" costs for placement of insurance coverage effective for July 1. No later than March 31, the Broker will be expected to provide the District with final costs associated with placement of insurance coverage. Broker shall prepare and submit to the District, no later than March 31, final costs for each line of coverage the District may wish to purchase for binding effective July 1. During the initial placement of coverage under this contract, the January 31 development of "Not to Exceed" costs will be extended to allow the selected Broker an opportunity to review existing insurance files, coverages, costs, limits, and schedules, for the development of costs for renewal policies to be effective July 1. The District and Broker agree the requirements for the final costs due no later than March 31 shall be met by the Broker, in order to allow the District to meet its budgeting cycle and insurance placement/binding needs.

3. MINIMUM QUALIFICATIONS

Broker must meet all of the following requirements:

- a) The Broker(s) shall have a current license issued by the California Department of Insurance and provide a copy of the license. Please list all names utilized by the organization in the past, in the event your organization has had any name changes.
- b) Broker(s) shall have no prior history of corrective action with the California Department of Insurance, under Broker(s) current company name or by any name used in the past (in the event

Broker has changed names in the past). If your organization has changed names in the past, please list all names previously used by Broker. Broker(s) shall disclose any actions taken, proposed, or negotiated with Broker(s) by the State of California Department of Justice, Office of the Attorney General, under current organizational name or under any prior name (if organization has changed names in the past).

- c) Broker and Broker's staff must have a minimum of five (5) years expertise and experience in providing insurance brokerage and consulting services with emphasis on the public sector with depth and breadth of services available, comparable to the District. This applies to both current and past contracts; state entity name, type of services, and date of services provided.

4. CONTRACTOR'S RESPONSIBILITIES

The insurance brokerage firm shall provide insurance brokerage services to the District. Broker(s) shall explore strategies for traditional and alternative risk financing programs. Broker(s) will make recommendations on creative alternatives to the existing insurance programs, assist the District through the District's designated staff, in evaluating these alternatives and provide unbiased professional advice and recommendations that will enable the District to reduce its total cost of risk. Broker services will include, but may not be limited to the following:

a) Market, Evaluate, Negotiate, and Place Insurance Coverage(s)

- i. Broker(s) shall provide a comprehensive evaluation of the District's insurance programs. The Broker(s) shall provide an ongoing proactive review and analysis of existing insurance policies and applicable claims history, prepare an unbiased assessment of program alternatives and make recommendations concerning any changes, modifications, consolidations, and/or additions in the terms, conditions and coverage limits needed for the insurance program to protect the interests of the District. In addition, Broker(s) shall make a good faith effort to notify the District of all favorable or unfavorable market developments that may include the identification of risk mitigation, risk transfer, risk financing opportunities, and legislation that could affect the District's access to insurance. Broker(s) recommendations regarding coverage changes in response to such market conditions should include increasing or decreasing self-insured retentions or purchasing additional insurance coverage.
- ii. Broker(s) shall design marketing programs and recommend alternatives and strategies for obtaining insurance coverage(s) in accordance with timelines set forth in Section 2 "Project Work" above, and at least ninety (90) days before policy expirations based upon a complete understanding of the District's potential exposures and by consulting with the District's designated person. Broker(s) shall provide the District with a written recap of strategies discussed with the District's designated person following any strategy meetings, and all reports set forth in the "Required Reports" and "Benchmark Report Meetings" Sections below.
- iii. Broker(s) shall identify insurance programs, products, and qualified insurers capable of meeting the District's insurance needs and prepare bid specifications for markets capable

of quoting for upcoming renewals. Minimum qualification criteria for insurance placement shall be based upon financial stability, ability to pay claims, the cost of insurance and coverage, and as the District may determine to be in the District's best interest.

- iv. Broker(s) shall assist the District in the preparation of underwriting information and insurance applications; gather and organize exposure and loss data for renewal of policies placed; review insurance binders, policies, certificates and endorsements for accuracy and conformity to specification, as negotiated and follow-up with insurance carriers for timely issuance of such documents, and Broker shall provide those additional services in support of the District as outlined in Section 2 – Project Work above.
- v. Broker(s) shall involve the District's designated person in insurance renewal negotiations with underwriters that involve the placement of the District's insurance programs. Broker(s) shall seek a minimum of three (3) different quotes for each line of insurance when feasible, provide comparisons of key policy terms offered by potential insurance carriers, and negotiate terms that are favorable for the District. Broker(s) are to utilize insurers that possess a minimum A.M. Best rating of A- with a financial category of seven (7) or higher unless otherwise approved by the District in its sole discretion. Broker(s) shall submit firm quotations to the District's designated person as set forth in the timelines established in Section 3 above; with the understanding that the District's designated person may waive the January 31st timeline requirement only in the event Broker(s) can demonstrate to the sole satisfaction of the District's designated person that there exists extenuating circumstances that preclude or make undesirable such January 31st timeline for July 1 binding and effective date. However, in no event shall Broker fail to provide such renewal information any later than March 31st or 90 calendar days before renewal date.
- vi. With each policy recommendation, Broker(s) shall clearly identify benefits and disadvantages for each policy recommendation made. Broker(s) shall bind, place and invoice coverage promptly upon written approval of selected coverage by the District's designated person.
- vii. Offeror shall submit original policies to MTD's designated person. Copies of policies and other pertinent documentation may be submitted in electronic format.

b) **Provide On-Going Account and Support Services**

- i. Within 30 days of each insurance renewal, Broker(s) will provide the District's designated person with a complete insurance summary of all current policies in force. Broker(s) will also provide an updated insurance summary within (30) thirty days of any change in the insurance summary portfolio for the District.

- ii. Broker(s) shall service the insurance policies placed for the District, including processing of all changes in exposure, coverage and endorsements. Broker(s) shall verify the accuracy of invoices within a reasonable amount of time to be agreed by the District's designated person.
- iii. Broker(s) shall obtain updates on insured losses from carriers with which coverage is placed on a regular basis; evaluate loss history for trends and other indicators that might dictate changes in coverage strategy. Broker shall also provide those claim services outlined in Section 2 "Project Work" above, including but not limited to claims review, advocacy on behalf of the District for prompt coverage and payment of claims filed by the District. Broker shall meet with the District's designated person at least quarterly to review loss and claim issues as outlined in this Scope of Services.
- iv. Broker(s) shall perform the administrative and clerical duties relative to account management and servicing of all existing policies, such as the preparation of insurance applications, certificates, coverage descriptions, policy changes and endorsements, as requested. All suppliers, contractors/vendors requests shall be directed to the District's designated person for approval and processing.
- v. Broker(s) shall assist the District in reviewing leases and other contractual language for risk transfer agreements and required insurance arrangements.
- vi. Broker shall assist the District in reviewing and evaluating appropriate insurance and risk transfer methods related to capital improvement projects, such as Builders' Risk coverage, OCIP, CCIP, or other such strategies to minimize risk and financial loss to the District, and reducing project costs associated with insurance coverage, including marketing and procurement of price quotations for such coverages, or program implementation and management.
- vii. Broker(s) shall provide answers to the District's designated person(s) and obtain clarification from underwriters or adjusters as to coverage or claims questions. Broker(s) shall assist the District's designated person in updating the property insurance schedule, including researching any details about said property requested by insurance carriers. This includes the claims submission process and carrier handling of claims, including coordination of identified claims; in claims reporting by placing appropriate carriers on notice of claims, incidents or events, as required; assist in collection of recovery for insured claims by representing the District's interest in policy interpretation and other negotiations to effectuate coverage and prompt payment on District claims.
- viii. Broker(s) shall be available for consultation with the District's designated person(s) regarding insurance coverage and attend meetings as needed. Broker may be requested to assist in Public Presentations at a meeting of the District's Board of Directors. For in-person meetings the District shall not provide reimbursement for the travel or any other expenses associated with meeting attendance.

c) Required Reports

- i. On an annual basis, no later than November 1st of each year, Broker(s) will provide, in writing, a budget forecast (“budget not to exceed”) for the renewal premium costs expected for all District insurance policies to serve as guidance to the District’s designated person for mid-year and future budgeting purposes. In addition, the report will provide current insurance market information and trends, coverage changes, rates, etc. Broker(s) shall submit an annual stewardship/marketing report to include a comprehensive review of the District’s insurance programs and the status of established goals and objectives to reduce the District’s total cost of risk; discussion of marketplace changes; highlights of concerns; and Broker(s) recommendations as to the most appropriate strategies to implement which best meet the District’s needs.
- ii. Broker(s) shall provide premium allocation reports indicating rates for each line of coverage so that payment costs are properly charged back to the appropriate Agencies/Departments.

d) Benchmark Report Meetings

- i. Upon selection of the Broker, the Broker and District will meet to discuss and develop benchmarks for establishment and completion of tasks. These benchmarks will establish the estimated report meeting schedule.
- ii. Broker shall provide quarterly written progress report to the District’s designated person outlining the following information, as well as any additional information requested:
 - Specific accomplishments achieved during the reporting period.
 - Specific tasks completed pursuant to the provision of the contract and the completion of such tasks.
 - The project completion dates for the remaining specific tasks required by this proposal.
- iii. Broker may be called upon by the District outside of scheduled meetings to review process and/or to answer questions or concerns.

5. CONTINUING EDUCATION AND TRAINING SEMINARS

- a) Broker(s) may be called upon to advise or assist the District’s designated person in the education of the Board of Directors, executive staff, contract administrators or other agencies/departments on insurance-related programs. The Broker(s) may also be called upon to advise any new administrative staff in the maintenance of certificates, policy endorsements and binders.

6. REQUIRED ACCOUNT SPECIFICATIONS

- a) Broker(s) shall designate and name in writing, a service team and the team leader to work on the District's account. Any replacement of the team leader is subject to the District's designated person review and approval. Broker(s) shall notify the District's representative promptly of any team member changes.
- b) All sources of Broker(s) compensation must be disclosed, and contingent commissions will not be allowed.
 - Broker(s) shall disclose in writing on an annual basis or as may be requested by the District's Claims Coordinator, all commissions, fees or other forms of remuneration or income received from Insurance Carriers, Managing General Agents, Wholesale or Surplus Lines Brokers, London Market, Reinsurance Brokers or any Underwriting facilities related to the placement of insurance on behalf of the District, and shall also disclose at the February 28th information sharing meeting, so as to allow the District to make other arrangements as deemed appropriate in the sole discretion of the District's designated person, including but not limited to the District taking a discount against pure premium rate or total premium costs equal to any other remuneration paid to Broker.
- c) District shall provide payment to Broker(s) of such insurance premiums, premium taxes, fees and surcharges for insurance coverage and Broker(s) shall promptly remit to the appropriate insurance carrier(s) all insurance premiums, premium taxes and fees for the insurance coverage procured under this Agreement.

End of Scope of Services



Request for Qualifications for Property/Casualty Insurance Broker Services

Attachment 3 Master Agreement

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

Santa Barbara Metropolitan Transit District
Property/Casualty Insurance Broker Services
MASTER AGREEMENT with [contractor]

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and [contractor name], a [insert state name] [insert business type] ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

- A. MTD desires to engage Contractor to be the broker on record for comprehensive property and casualty insurance coverage for all MTD's functions, operations, and programs, and provide ongoing support in risk management, claims consultation, and contract evaluations through a three-year base term, where MTD may unilaterally option for a two-year extension (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. FTA Provisions. The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A" and incorporated herein by this reference.
3. Public Works Provisions. Not applicable to this agreement.
4. Scope of Services. MTD has heretofore issued on April 7, 2026, the scope of services contained in a Request for Proposals for Property/Casualty Insurance Broker Services, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
5. Submittal and Fee Schedule. Contractor has heretofore submitted on [insert date] a Technical Proposal, with agreed upon compensation strategy including the required MTD forms and certifications, true copies of which are attached hereto as Exhibit "C" and incorporated herein by this reference; and on [insert date], a [Best and Final Offer, whichever is the final and MTD-accepted document listing Contractor's fees with revised price proposal], a true copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference.
6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement for the price quoted in Exhibit "D". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D". [will modify order & add or delete exhibits as needed]
7. Contract Price. Payment/Reimbursement to Contractor for insurance premiums, premium taxes, fees and surcharges for insurance coverage and administration in accordance with Exhibit "C". within thirty (30) days after receipt of a valid invoice, which shall be sent to David Serrano via email to dserrano@sbmted.gov and copy to ntillie@sbmted.gov. [if pricing is more complex, may be necessary to modify language and/or refer proposal pricing or exhibits]
8. Payment. Contractor shall be compensated for insurance premiums, premium taxes, fees and surcharges for insurance coverage in accordance with Exhibit "B". [clause to be modified accordingly if other methods are utilized]

9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County which shall have been included in the Contractor's Fee Schedule and shall be included on the Contractor's invoice.

10. Project Schedule. Refer to the Scope of Services for annual requirements for Placement of Insurance Policies which is attached hereto as Exhibit "B".

11. Delivery & Freight. Not applicable to this agreement.

12. Title & Risk of Loss. Not applicable to this agreement.

13. Damages. All losses or damages arising from any unforeseen circumstances, either natural or artificial, which may be encountered by the Contractor during the performance of the Project under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.

14. Defective, Damaged or Noncompliant Work. Any items, services, work or systems acquired pursuant to this Agreement found to be defective, damaged or non-compliant with the scope of services at the time of delivery or installation shall be replaced by the Contractor without additional cost to MTD. If the Contractor should fail to promptly comply with any order to replace or repair any defective items, services, work or systems, MTD shall have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict any warranty provisions of this Agreement or any exhibits hereto.

15. Acceptance. Not applicable to this agreement.

16. Warranty. Not applicable to this agreement.

17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. Insurance.

a. Contractor's Insurance Representations to MTD.

i. It is expressly understood and agreed that the insurance coverages for the prime consultant and all sub-consultants is required herein:

A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.

ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.

x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.

xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.

iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

| | |
|---|-------------|
| A. Each Occurrence Limit | \$1,000,000 |
| B. General Aggregate Limit | \$2,000,000 |
| C. Product-Completed Operations Aggregate Limit | \$2,000,000 |
| D. Personal and Advertising Injury Limits | \$1,000,000 |
| E. Fire Damage (any one fire) | \$50,000 |
| F. Medical Expense (any one person) | \$5,000 |

iv. Required Endorsements.

A. Additional Insured status as required in 18(b)(vii), above.

- B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
- D. Primary Liability, as required in 18(b)(ix), above.
- E. Waiver of Subrogation, as required in 18(b)(viii), above.
- F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD pursuant to this Agreement.

d. Auto Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
- iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
- iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Waiver of Subrogation, as required in 18(b)(viii), above.

e. Workers' Compensation/Employer's Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
- ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:
 - A. Workers' Compensation: Statutory limits
 - B. Employer's Liability: \$1,000,000 each accident and disease.
- iii. Required Endorsements.
 - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. Professional Errors & Omissions Liability Insurance.

- i. Coverage. Such insurance shall cover claims alleged to arise out of the negligent performance of Contractor's professional services.
- ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000 annual aggregate.

g. Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.

19. Bonding. Not applicable to this agreement.

20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

21. Liquidated Damages. Not applicable to this agreement.

22. Infringement of Patents. Not applicable to this agreement.

23. Rights in Data. Not applicable to this agreement.

24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the acts, errors or omissions of the Contractor, including acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.

25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:

Jerry Estrada, General Manager
 Santa Barbara Metropolitan Transit District
 550 Olive Street
 Santa Barbara, CA 93101
 Email: jestrada@sbmtd.gov

CONTRACTOR:

[insert authorized official name & title]
 [insert contractor name]
 [insert contractor street address]
 [insert contractor city, state & zip]
 [insert contractor email]

26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or an criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. Partial Invalidity. In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that

portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA’s National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES. Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Anti-Discrimination. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

38. Qualifications. Contractor or Contractor’s representative (Contractor) certifies that Contractor is qualified to do business and is in good standing in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

[insert contractor name]

Jerry Estrada, General Manager

[insert authorized official name & title]

Date

Date

DO NOT FILL IN OR SIGN



Request for Qualifications for Property/Casualty Insurance Broker Services

**Attachment 4
Federal Transit Administration (FTA)
Contract Provisions**

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

Property/Casualty Insurance Broker Services - Contractor Name

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1. **FLY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
2. **BUY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
3. **CHARTER BUS & SCHOOL BUS REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
4. **CARGO PREFERENCE REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
5. **SEISMIC SAFETY REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
6. **ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory energy standards and policies of the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C. The Contractor agrees to include the requirements of this section in all subcontracts at any tier for the performance of work under this contract.

7. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1388. Violations must be reported to the FTA and the Regional Office of the Environmental Protection Agency (EPA). The Contractor also agrees to include these requirements in each subcontract at any tier exceeding \$150,000 for the performance of work under this contract.

8. **BUS TESTING (NOT APPLICABLE TO THIS CONTRACT)**
9. **PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
10. **LOBBYING**

Pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.

The Contractor certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. [Such disclosures are forwarded from tier to tier up to MTD.]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

11. ACCESS TO RECORDS & REPORTS

(a) Access to Records: The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

(b) Access to Site: The Contractor agrees to permit the FTA to have access to the sites of performance of the contract and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

(d) Retention: The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Closeout of the contract does not alter the record retention or access requirements of this section.

(e) The Contractor assures that each subcontractor, if any, at each tier, will agree to provide sufficient access to inspect and audit records and information, including such records and information MTD or Contractor may regard as confidential or proprietary related to this contract and any Amendments thereto, to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Contractor and MTD.

12. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Applicable changes to those federal requirements will apply to each subcontract at any tier for the performance of work under this contract.

13. BONDING REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**14. [RESERVED]****15. RECYCLED PRODUCTS (NOT APPLICABLE TO THIS CONTRACT)****16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS (NOT APPLICABLE TO THIS CONTRACT)****17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (NOT APPLICABLE TO THIS CONTRACT)****18. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

21. TERMINATION

(a) Termination for Convenience: MTD, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, MTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(b) Termination for Default

(1) If the Contractor fails to perform the services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, MTD may terminate this contract for default. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

(2) If this contract is terminated while the Contractor has possession of MTD goods, the Contractor shall, upon direction of MTD, protect and preserve the goods until surrendered to MTD or its agent. The Contractor and MTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

(3) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of parties shall be the same as if the termination had been issued for the convenience of MTD.

(c) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT (NOT APPLICABLE TO THIS CONTRACT)

24. CIVIL RIGHTS REQUIREMENTS

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332,

the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, Sex, Sexual Orientation, or National Origin: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed based upon merit, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

25. BREACHES & DISPUTE RESOLUTION

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts.

26. PATENT & RIGHTS IN DATA (NOT APPLICABLE TO THIS CONTRACT)

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (NOT APPLICABLE TO THIS CONTRACT)

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is posted at <https://sbmtd.gov/about/doing-business/>. **A separate contract goal has not been established for this procurement.**

(b) 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 CFR Part 26 in the award and administration of this DOT-assisted 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 MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

29. NOTIFICATION OF LEGAL MATTERS TO THE FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Region 9 Chief Counsel.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award funding this Agreement and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Region 9 Chief Counsel if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

(d) The Contractor agrees to include this clause in each subcontract and any lower tier subcontracts financed in whole or in part with Federal assistance provided by the FTA under this Agreement.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most recent version of FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING (NOT APPLICABLE TO THIS CONTRACT)**32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) (NOT APPLICABLE TO THIS CONTRACT)****33. BUILD AMERICA, BUY AMERICA ACT (NOT APPLICABLE TO THIS CONTRACT)****34. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. MTD is prohibited from using federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

35. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use: The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

Distracted Driving, Including Text Messaging While Driving: The Contractor agrees to implement (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) **Recipient Size.** The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Contractor agrees to include a Distracted Driving, Including Text Messaging While Driving in its third-party agreements, and encourage its third-party participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.