



Redwood Coast Transit Authority  
c/o TMTP Consulting LLC  
900 Northcrest Drive #134  
Crescent City, CA 95531  
(707) 235-3078  
E-mail: [tmtppconsulting@gmail.com](mailto:tmtppconsulting@gmail.com)

## REQUEST FOR PROPOSALS

for  
Transit Planning Services – South Oregon Shuttle

Redwood Coast Transit Authority

Prepared for: Redwood Coast Transit Authority

Prepared by: Joseph Rye, General Manager  
900 Northcrest Drive #134  
Crescent City, California 95531

Final Issued August 8, 2022

A handwritten signature in blue ink that reads 'Joseph Rye'.

Joseph Rye  
General Manager  
Redwood Coast Transit Authority

## 1. BACKGROUND

**THE REGION:** The region served by the Del Norte Local Transportation Commission transportation planning activities exists totally within the boundaries of Del Norte County. Del Norte County is California's northernmost coastal county, with a land area of approximately 1,070 square miles. The County is bounded by Curry County, Oregon, to the north, mountainous Siskiyou County to the east, Humboldt County to the south, and by the Pacific Ocean to the west. Crescent City, the county seat, is located roughly halfway between Portland, Oregon (330 miles north) and San Francisco, California, (350 miles south). Regionally, Crescent City is located approximately 85 miles north of Eureka, Humboldt County, about 26 miles south of Brookings, Oregon and 83 miles west of Grants Pass, Oregon and Interstate 5.

The principal north-south route through Del Norte County is US Highway 101 (or Highway 101), which provides access to coastal towns and cities to the north and south. Crescent City is located on US Highway 101. Del Norte County has two main routes providing access to inland communities: State Route, or SR 197/US Highway 199 to Hiouchi and Gasquet, and Route 169 to Klamath Glen. SR 197/US Highway 199 connects US Highway 101 to the Interstate 5 in Oregon.

The county's diverse geography includes inland mountain ranges of coniferous forests, low coastal mountain ranges with temperate forests and the Redwood State and National Parks, and rugged coastlines with gray sand beaches on the Pacific coast. The climate of Del Norte County is consistently mild along the coast, becoming more variable inland. In Crescent City and along the coastal fringe, there is minimal temperature fluctuation. Coastal daytime temperatures average 45-55 degrees during winter months. Temperatures increase to 55-65 degrees during mid summer and early fall months, with higher temperatures when coastal fog disperses. Inland, temperatures differences are more marked. Del Norte County/Crescent City area's annual rainfall generally ranges between 70 - 80 inches, with the heaviest rainfall occurring from November through March.

**POPULATION:** The California Department of Finance estimated the Del Norte County population at 27,218 as of 2022. This includes a population of 21,158 within the unincorporated area of the County and 6,060 within the City of Crescent City.

**ORGANIZATION AND MANAGEMENT:** The Redwood Coast Transit Authority Board of Directors consists of five members—two members representing the Del Norte County Board of Supervisors and two members representing the City of Crescent City. With the addition of a representative of the General Public, the DNLTC Board provides policy direction to their contracted staff. Since 2016, TMTP Consulting and Herron Consultants (Joe Rye and Dan Herron) have partnered to manage RCTA under a series of contracts with the Board of Directors.

The TMTP/Herron General Manager contract is a part-time position, and neither party resides in Crescent City. This remote, part-time managerial model is fiscally effective

but features challenges implementing projects and managing daily operations. First Transit is the operations and maintenance contractor for Redwood Coast Transit Authority and provides all the system's personnel and features a full-time local General Manager (Fernando Hernandez) who is a key manager on-site in Crescent City.

## **HISTORY OF REDWOOD COAST TRANSIT AUTHORITY AND TRANSIT**

**DEVELOPMENT PLAN:** Redwood Coast Transit Authority (RCTA) was formed in June 2004 to provide public transit services in Del Norte County. The City of Crescent City and the County of Del Norte each appoint two members of their governing boards to the RCTA Board of Directors. These members appoint one additional at-large member. The Board of Directors makes all policy decisions regarding the transit system. RCTA has hired a private contractor, First Transit, Inc., to manage and conduct day-to-day operations and maintenance.

Redwood Coast Transit Authority services are detailed on the RCTA website at [www.redwoodcoasttransit.org](http://www.redwoodcoasttransit.org). These services include Crescent City area fixed routes and Dial-A-Ride, and regional flex route service which includes an interregional bus route between Smith River and Arcata that connects Del Norte County with Curry County, Oregon (at Smith River) and with Humboldt County via US 101. RCTA redesigned its "Crescent City Local" routes in 2007. In July 2009, a new Route 199 was implemented to provide service between Crescent City and the unincorporated communities of Gasquet and Hiouchi to the east via US 199. In February 2011, Night Service was added to Route 20 between Arcata and Crescent City which eventually morphed into RCTA's Greyhound Interline partnership. In recent years, on-time performance problems led to retiming and minor alignment changes to Crescent City Local routes in 2017. Route 10 was eliminated (due primarily to ridership loss from the new Yurok Tribal Transit System (YTTS)). Route 20 was modified to cover some former Route 10 territory including the unincorporated village of Klamath Glen. When the COVID-19 pandemic struck the world in March 2020, RCTA was ready with a list of low productivity services, and proactively cut service by 33% to rightsize the system with vanishing demand.

The Short Range Transit Plan in Del Norte County was fully updated in 2019, just before the pandemic. The 2019 SRTP/TDP encompassed the five-year time frame of 2019-2024. However, the impacts of COVID-19 were so profound, RCTA felt the need to conduct a mini-SRTP Update in 2022, updating chapters that were rendered obsolete by COVID-19, including the operating and capital budgets, and the new CTSA Chapter. RCTA became Del Norte County's CTSA (Consolidated Transportation Services Agency) in 2018 and launched its first two CTSA programs in January 2020. The issue of medical and specialty shopping transportation to South Oregon, and to a lesser extent Humboldt County, has emerged intermittently over time. Locals with access to automobiles routinely drive to South Oregon or Humboldt for special services.

Summer of 2022 saw RCTA reinstate most services cut during the pandemic, while ridership slowly and partially recovered.

## 2. PROJECT DESCRIPTION

The Redwood Coast Transit Authority is soliciting proposals from qualified individuals and consultants to prepare a planning study to assess and analyze existing conditions, evaluate the markets for, and optimal service delivery model to launch a transit service based in Del Norte County that would enable access to specialty medical services and higher order shopping in Southern Oregon (Grants Pass and Medford areas) and improve existing access (via RCTA Route 20) to same medical and shopping facilities in Humboldt County, CA (Eureka/Arcata area). The primary focus is Southern Oregon, although one chapter is desired to focus on Humboldt County (CA) medical travel, including how to modify Route 20 to be more attractive to medical and shopping trips.

**PROJECT GOALS AND OBJECTIVES:** The overall goal of this project is to develop a current snapshot of the medical travel, including Non-Emergency Medical Transportation (NEMT), markets in Del Norte County, existing resources and eligibility criteria, gaps in coverage and unmet needs. This will render a comprehensive look at strengths and gaps in coverage of the system as it exists today.

In Phase 1, consultant will conduct an examination of the current medical transit needs, including the current NEMT markets. While gathering data on physician referrals, issues with insurance provider preferences, etc., consultant will create a deliverable of a detailed list (in excel) of medical offices and facilities in both Southern Oregon and Humboldt County. As an option, consultant can provide a simple map to depict the locations of medical facilities in South Oregon and Humboldt. In addition, major shopping centers will be added to the map to evaluate shuttle destination areas.

Consultant shall include extensive outreach to the medical community, starting with local Del Norte County medical providers, then extending to the specialists in Southern Oregon (and Humboldt) to which Del Norte providers refer their patients for specialty medical services. A detailed list of locations, specialties, and preferred days of the week for a shuttle operation shall be created. Interviews will be required with the medical community to build this key detailed data list. Phase 1 of the project will produce a tech memo detailing findings on existing conditions, gaps, barriers, and data showing the magnitude of the medical transport needs to both South Oregon and Humboldt (CA). Its possible that no significant market gaps are identified after extensive research. RCTA will make the call on whether or not to undertake the Phase 2 scope (alternatives).

Consultant will identify and interview existing NEMT providers and brokers to assess the current NEMT travel options, eligibility criteria, and identify gaps in coverages. Information describing the current NEMT vendors and how they are serving residents of Del Norte County today, and gaps in coverage shall be documented in Phase 1.

In Phase 2, consultant shall develop 2 or 3 potential service delivery alternatives, not limited to a RCTA delivered shuttle. Alternatives should include estimated costs, parameters, etc. Any RCTA solution shall include established labor rates and fleet composition, fuel costs, labor hour constraints, and other criteria. RCTA has about

\$50k/year in CTSA funding, but also must continue the two existing CTSA programs (ADA Eligibility Determination and Transit Travel Training) started in 2020. This planning study is funded by RCTA and the Del Norte Healthcare District, who are supporters of this project and funding partners in the study. RCTA is hoping to launch a service in the summer of 2023, if viable market(s) are identified and can be served.

**PUBLIC PARTICIPATION:** In Phase 1 consultant will conduct extensive research through phone interviews with the local Del Norte primary care physicians, hospitals, and County Health Department officials, plus Southern Oregon and Humboldt specialty medical providers. Contact lists and a letter explaining the Study will be provided to Consultant by the Del Norte Healthcare District. The research interviews will generate a detailed list of contacts as well as fields for location, hours of operation, POC, which days a shuttle might be most needed, at each facility. In Phase 2, 2-3 alternatives will be developed, based on research in Phase 1. *As an option*, consultant will create an online survey for distribution to the Del Norte medical community, general public and various gatekeepers (social service agencies, Senior Center, medical offices) to vet preferences among the Phase 2 alternatives under consideration.

A remote, zoom presentation of the study findings to the RCTA Board of Directors shall be budgeted for. This presentation will likely occur in late spring of 2023.

### **3. SUBMITTAL PROCEDURES**

One electronic copy of your proposal should be sent via email to Joseph Rye, General Manager, Redwood Coast Transit Authority, 900 Northcrest Drive #134, Crescent City, CA 95531. The electronic copy must be unlocked to facilitate inclusion in agenda packets and emailed by proposal deadline to [tmtpc consulting@gmail.com](mailto:tmtpc consulting@gmail.com) . Proposals shall be received (postal and electronically via email) no later than 5:00 p.m. on September 9, 2022. Proposals received later than that time will not be considered. Proposals must not exceed 30 pages, brevity is requested.

### **4. PROPOSAL CONTENT**

Your proposal shall be evaluated using the four criteria sections described below:

**EXPERIENCE AND QUALIFICATIONS:** In order to provide RCTA with the best possible expertise, proposals may be submitted by an individual, a consulting firm, or by a team of two or more individuals or firms. If the proposal is made by a team, one member must be designated as the lead member. The contract will be written with that member, who will be the responsible party. Others should subcontract with the lead member. RCTA seeks innovative transit service planners with expertise in NEMT as well as innovative fixed-route and paratransit services of this nature, and who have experience in rural transit environs and in communicating with the medical community.

Your proposal should contain a detailed resume for each individual who would actually be performing work on this project. Billing rates of involved staff, plus total hours expended per team member shall be clearly shown in the proposals.

**SCOPE OF WORK:** Exhibit A and this RFP define the ultimate product of this project, the South Oregon Shuttle Scope of Work. Your proposal must define, in detail, your method for arriving at that final product, its format and the level of detail that will be provided. Your scope of work shall be divided into individual tasks, with descriptions of what will be accomplished, and by whom. Include technical methodology that would be used, and public participation opportunities (optional or not) that can help ensure the success of the study effort. It is important to note that Phase 1 is the most important element, a complete assessment of the current medical transport situation and identifying if indeed there are significant gaps in coverage, and if RCTA could fill a critical role in the future. Consultants are encouraged to commit enough hours to Phase 1, as Phase 2 may not be necessary depending upon the findings of Phase 1.

**SCHEDULE:** Your proposal should define a schedule for each task, including target dates for public hearings and review by the RCTA Board of Directors. It is our plan to have a draft South Oregon Shuttle Plan by April 30, 2023, with a final by May 31, 2023.

**COSTS:** The contractor will be responsible for providing all staff work, printing, postage, telephone, staffing of meetings, and making a presentation to the RCTA Board. RCTA Board meetings utilize Zoom technology so presentations can be delivered remotely to save time and money. Staff will oversee this project, provide comments on draft material and will provide and clarify existing data. Calculation of costs shall be shown by task including personnel hours or days and cost per hour or per day. Show labor, materials, services, overhead and profit separately. The maximum budget for the contractor's responsibilities listed above is \$50,000. Your proposal cost and the amount of staff hours dedicated to the study is one of the selection criteria.

## 5. SELECTION

Proposals will be reviewed by RCTA and DNLTC staff and Transportation Advisory Committee members, and will be ranked according to the following criteria:

- 30% Experience/Qualifications of Proposer(s)
- 50% Approach, Methodology, Innovative Analysis, quality and clarity of the detailed Scope of Work.
- 10% Cost.
- 10% Schedule

RCTA reserves the right to reject any or all proposals, to waive any irregularities in proposals, and to negotiate scope and price with one or more proposers. RCTA will notify the successful proposer by September 26, 2022, or as soon as possible thereafter. Unsuccessful proposers will be notified as soon as practical after selection.

## 6. REPORT CONTENT

See Exhibit A and the description above for the full scope of work requested.

Alternative proposals will be considered based on NEMT industry best practice and the unique challenges of establishing a demand responsive service catering to medical and shopping needs in a rural transit environment, in a remote, economically challenged area. However, rationale for various approaches must be described in detail.

## 7. PLAN REVIEW

The project work will be guided and technically reviewed by the RCTA General Manager, the Del Norte Healthcare District Point of Contact (Board Member), and RCTA First Transit contractor staff. Project will include a Phase 1 deliverable by February 28, 2023, and a presentation of the final report to the RCTA Board by May 31, 2023. A tech memo should be created to summarize the findings of Phase 1, including the detailed list of Del Norte PCPs, South Oregon and Humboldt specialty medical providers and facilities. This detailed list shall be included in the Phase 1 deliverable submitted to RCTA by the end of February 2023. Should Phase 1 lead to Phase 2 (the alternatives analysis and potential shuttle operating plan), Consultant should create a draft Phase 2 alternatives analysis by March 31, 2023, receive stakeholder input, and include both Phase 1 and Phase 2 tech memos into a Draft Plan by late April, 2023. RCTA and Healthcare District input will be included into a Final Plan by May 31, 2023.

Electronic unlocked copies of all deliverables will be accepted.

## 8. PROPOSED PROJECT SCHEDULE – SUBJECT TO CHANGE

A.	August 8, 2022	RFP issued
B.	August 26, 2022	Last day for submission of questions
C.	September 5, 2022	Issuance of addenda, if any
D.	September 9, 2018	Proposal submittal due date and time 5:00 p.m. California time – e-mail submittals required by due date and time
E.	September 12-16, 2022	Proposal Scoring
F.	September 26, 2022	RCTA Board of Directors awards contract
G.	September 30, 2022	Commence service/Contract Begins
A.	February 28, 2022	Tech Memo #1 (Phase 1 existing conditions) due
B.	March 31, 2023	Tech Memo #2 (Alternative Analysis) due
C.	April 24, 2023	Present Draft Final Plan to RCTA Board
D.	May 31, 2023	Final South Oregon Shuttle Plan due

## Exhibit A

Southern Oregon & Humboldt Medical (NEMT) and Shopping Shuttle Feasibility Study 8/8/2022

### Scope of Work

- E. Inventory of Existing Transportation Services (Del Norte to South Oregon, and Del Norte to Humboldt): Conduct extensive outreach to the NEMT transportation and medical communities to compile a full spectrum of what transportation services are currently available to residents of Del Norte County, those eligible for MediCAL and the general public, going to either Southern Oregon and Humboldt County. This will require outreach to existing NEMT (non-emergency medical transportation) transport providers. Identify barriers and gaps in existing network, including eligibility, first mile/last mile, fares, schedules, etc. Information to be compiled in detailed list include names and contacts for different NEMT and other medical transportation providers, service areas, eligibility criteria, days and hours of operation, fees/fares, current ridership, barriers to new customers, etc.
- F. Inventory of Specialty Medical Needs: Extensive outreach to the Del Norte medical community, focused on PCPs (primary care physicians), Sutter Coast Hospital, and the County Health Department, to compile a full spectrum of what medical specialties are unavailable in Del Norte County, and where patients are referred to outside the County for their specialty medical referrals, and how insurance/funding impacts referrals. Create detailed list of specialty medical providers that receive referrals from Del Norte primary care physicians, including points of contact, specialty, days of operation, office locations. Obtain from specialty medical providers what days would be optimal for a shuttle to operate to bring Del Norte patients to/from their offices. Optional – map facility locations.
- G. Using the internet, identify major shopping destinations in both Humboldt and Southern Oregon that offer higher level shopping than what is available locally in Del Norte (Wal-Mart, Safeway, TSC), including addresses, stores, and hours of operation of key shopping attractions. Optional - Add to facilities project map.
- H. Phase 2 - Evaluate specialty medical and shopping needs as identified in Scope Items E-G (Phase 1), in both Southern Oregon and Humboldt County, with a goal of identifying what RCTA and/or SW Pointe could do to modify existing services to better meet medical/shopping needs with existing and/or new, modified service. For Southern Oregon, evaluate if existing SW Pointe service could be utilized in some fashion to meet Southern Oregon medical and shopping needs. For Humboldt, evaluate if RCTA could modify/extend Route 20 to drop off closer to major medical offices and facilities, or seek a transfer partnership with HTA to help RCTA riders with the first/last mile to/from Eureka medical and shopping.



- I. Phase 2 Alternatives Analysis – Develop alternative service models, including a do-nothing scenario, for 2-3 alternatives, possibly including a new service to Southern Oregon from Del Norte County, and possible service modifications/partnerships to Route 20 to provide easier access to specialty medical and shopping in Humboldt County. Develop planning level cost estimates for all alternatives under consideration. RCTA is open to unconventional or non-traditional alternatives if they may address gaps in medical transportation more efficiently than a fixed-day shuttle service.
- J. Phase 2 *Optional* Once 2-3 alternatives are developed, develop a *medical provider and gatekeeper survey component* (an online survey or similar) to vet the various alternatives under consideration and get input on the options. Develop and implement the online survey and compile and present results
- K. Phase 2 - Operating Plan Element: Create a Financial Plan (Capital and Operating) for any alternative featuring RCTA providing a shuttle based on RCTA's current CTSA labor cost structure, estimate fuel consumption and cost, available CTSA budget, after funding RCTA's two existing CTSA programs (ADA Eligibility and Transit Travel Training) Determine the service level that can be supported entirely within CTSA budget, with and without outside support from the Healthcare District. Develop cost estimates for any and all alternatives for improving Route 20 to increase ease of use for medical and shopping trips, including partnerships with HTA to decrease transfers and transfer penalties, wait times, etc.
- L. Final Deliverable (regardless if Phase 2 is pursued) - Develop Draft Medical and Shopping Shuttle Study, comprised of Phase 1 tech memo, Phase 2 tech memo (if pursued) and summary narrative describing the findings. Present Draft to RCTA Board of Directors via Zoom. Receive and incorporate comments on draft. Deliver Final Study based on feedback received, board and staff direction.

Exhibit B – Sample RCTA Consultant Agreement

**AGREEMENT FOR SOUTH OREGON SHUTTLE FEASIBILITY STUDY  
TRANSIT PLANNING SERVICES FOR  
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 26<sup>th</sup> day of September 2022, by and between the Redwood Coast Transit Authority (“RCTA”), and xxxxxxxxxxxx, an independent Contractor (“Contractor”).

**RECITALS**

WHEREAS, RCTA has a need to contract with an established contracting entity/company to furnish transit planning services to Redwood Coast Transit Authority in Del Norte County, operating under the moniker of Redwood Coast Transit, services that Contractor is specially trained and experienced and competent to perform; and

WHEREAS, RCTA requested written proposals and Contractor submitted a timely and complete proposal in response, and RCTA deemed Contractor the most qualified to perform the services of the South Oregon Shuttle Feasibility Study; and

WHEREAS, RCTA has selected Contractor for the South Oregon Shuttle Feasibility Study Project.

NOW THEREFORE, in consideration of the work to be rendered and the sums to be paid for that work, and each and every covenant and condition contained in this Agreement, the parties agree as follows:

**1. SERVICES**

Contractor is engaged by this Agreement as the duly authorized consulting firm for the South Oregon Shuttle Feasibility Study for RCTA and must provide the lead on the project, including planning the project timelines, outreach events, deliverables including drafts and tech memos, capital projects, service alternatives analysis, analysis of managerial staffing model including a peer review, and presentation of the project to the RCTA Board of directors and possibly other stakeholders. The final deliverable will be the South Oregon Shuttle Feasibility Study in its entirety, as described in the attached Exhibit A. A detailed Scope of Services is appended to this contract as Exhibit A. This RFP combined with the Contractor proposal in response to the RFP, shall comprise the agreement. The Scope of Services may be revised or updated from time to time by mutual written agreement of the parties.

**2. TERM AND TERMINATION**

This Agreement begins on September 26, 2022 and, continues until the project is completed, estimated by April 30, 2023.

### **3. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an employee of RCTA. At all times during the term of this Agreement, Contractor will be responsible for his/her own property and income taxes, worker's compensation insurance, and any other costs and expenses in connection with the performance of services under this Agreement. RCTA does not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

Contractor must provide all his/her own general overhead necessary to perform the required services, including but not limited to office equipment, clerical assistance, utilities, telephone charges, local travel, insurance, and office supplies, and is not entitled to reimbursement for these. Details at this level are contained in the RFP, and the Contractor Proposal and are enforceable herein.

### **4. COMPENSATION**

As compensation for the services provided hereunder, RCTA will pay Contractor in accordance with Contractor's Cost Proposal, which is an element of Contractor's Proposal and incorporated herein by this reference and attached hereto as Exhibit B. Contractor will submit invoices reflecting work performed prior to payment for services. Invoices will be submitted to RCTA once per month or as mutually agreed upon during the course of the project. Contractors invoicing procedure must comply with all federal, state, and local laws, policies, and guidelines.

### **5. RECORDS**

Contractor must file and keep all records pertinent to RCTA activities. These are the property of RCTA and Contractor must transfer all records to RCTA upon termination of the contract. Contractor will develop and follow a records retention policy that complies with applicable State of California, Caltrans, and Federal Transit Administration laws and policies. Contractor will make all records available to state and local agencies and the public as appropriate and in compliance with California law.

### **6. INSURANCE**

During the term of this Agreement, Contractor must maintain insurance of the types and amounts designated below. Certificates of insurance in the form approved by the Risk Manager of Del Norte County must be filed with the County Risk Manager concurrent with the execution of this Agreement. The insurance must name RCTA as an additional insured on a primary basis for General Liability Insurance and must state that the policy will not be canceled nor the scope of coverage reduced by the insurer except after filing written notice thereof with RCTA 30 days in advance. No work is authorized until the insurance certificates are filed.

- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations,

- personal & advertising injury, with limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If general aggregate limit applies, either the general aggregate limit will apply separately to this Agreement or the general aggregate limit will be twice the required occurrence limit.
- b. Worker's Compensation. As required by the State of California, within Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
  - c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

## **7. LICENSES, PERMITS, ETC.**

Contractor represents and warrants to RCTA that he/she/it has all licenses, permits, qualifications, and approvals legally required for Contractor perform the services required by this Agreement. If at any time Contractor ceases to have the licenses, permits, qualifications, or approvals required for Contractor to perform the services, Contractor will immediately notify RCTA and this Agreement may be terminated at RCTA's discretion.

## **8. STANDARD OF PERFORMANCE**

Contractor must perform all services required by this Agreement in a manner and according to the standards observed by competent practitioners of the profession in which Contractor is engaged. Failure to perform services in such a manner is grounds for termination of this Agreement.

## **9. INDEMNITY**

Contractor must defend, indemnify, and hold harmless RCTA and its elected and appointed officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement.

## **10. THE CIVIL RIGHTS, HCD, AND AGE DISCRIMINATION ACTS**

During the performance of this Agreement, Contractor ensures that no otherwise qualified person will be excluded from participation or employment, denied program benefits, or be subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

## **11. STATE NONDISCRIMINATION CLAUSE**

During the performance of the services required by this Agreement Contractor and any subcontractors must not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractor and any subcontractors will ensure that the evaluation and treatment of any employees and applicants for employment are free of such discrimination. Contractor and any subcontractors will comply with the provisions of the Fair Employment and Housing Act and the applicable regulations, which are incorporated by this reference. Contractor and any subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement.

## **12. CONFLICT OF INTEREST**

No Congressional representative and no resident commissioner may receive any benefit from this grant agreement or activity. None of the Contractor's officers, members or employees, designees or agents, governing board members, or other officials of Contractor have any interest in any contracts or proceeds for the work done in conjunction with this Agreement other than payment for services provided under this Agreement.

## **13. DRUG-FREE WORKPLACE CERTIFICATION**

The Contractor certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 and will take the following actions, if necessary:

- a. Publish a statement to notify the Contractor's employees, if any, of prohibition of the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and tell them what actions may be taken against them for violations;
- b. Establish a Drug-Free Awareness Program to inform employees, if any, of the danger of drug abuse at work, the Contractor's drug-free workplace policy, and available employee assistance programs, and the penalties for violation of the drug-abuse policies; and
- c. Give every employee, if any, a copy of the drug-free policy statement and require they abide by its terms as a condition of employment.

## **14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

Contractor must comply with the ADA and applicable regulations and guidelines thereof, which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

## **15. COMPLIANCE WITH LAWS.**

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work performed under this Agreement. Contractor is responsible for understanding and adhering to laws and policies specific to the work performed under this Agreement. The exclusion of an applicable law, policy, or guideline from this Agreement does not excuse Contractor from responsibility for knowing and following such law, policy, or guideline. Contractor's failure to comply with applicable law, policy, or guideline is grounds for early termination of this Agreement.

**16. MONITORING AND AUDITING**

Contractor agrees to be subject to monitoring and auditing by RCTA and any other entity legally entitled to account for funds expended for performance under the terms of this Agreement. Such monitoring may include, but not be limited to, monitoring for compliance with RCTA’s state and federal contracts, project schedule adherence, and plan content.

**17. GOVERNING LAW AND CHOICE OF FORUM**

This Agreement will be administered and interpreted under California law. Any litigation arising from this Agreement must be brought in Superior Court of Del Norte County.

**18. COSTS AND ATTORNEYS FEES**

If any party commences any legal action against the other party arising out of this Agreement of the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys’ fees.

**19. SEVERABILITY**

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

**20. ENTIRE AGREEMENT**

This Agreement, and the Proposal submitted by Ronny Kraft Consulting in response to the request for quotes, combine to form the entire agreement between the parties with respect to its subject matter. This Agreement may be amended from time to time by the written approval of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on September 26, 2022.

REDWOOD COAST TRANSIT AUTHORITY:

\_\_\_\_\_  
By: Joseph Rye, General Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel  
Redwood Coast Transit Authority

CONTRACTOR:

\_\_\_\_\_  
XXXXXXXX, xxxxxxxxxxxxxx

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