



**Request for Proposals
for
Charge Management Software System for Battery-Electric
Bus Fleet #2025-1**

**Redwood Coast Transit Authority (RCTA)
c/o TMTM Consulting, LLC
900 Northcrest Drive, #134
Crescent City, CA 95531**

RFP Issued:	October 22, 2025
Written Questions/Requests for Clarifications (RFCs) Due:	October 31, 2025
RCTA's Response to Questions/RFCs Provided:	November 7, 2025
Proposals Due:	November 14, 2025

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1. INVITATION

The Redwood Coast Transit Authority (RCTA) is seeking proposals from qualified firms to provide a Charge Management Software (CMS) system and related consulting and software operations and maintenance services to support the charging of its battery-electric bus (BEB) fleet at its Williams Drive Maintenance and Operations Facility.

RCTA, subject to the Board of Directors' approval, intends to award a contract for services to one successful consultant or firm. The successful Proposer will enter an Agreement for CMS System Services with RCTA. Please refer to Appendix C for the sample Agreement.

RCTA intends to adhere to the following solicitation timeline, which is subject to change at RCTA's sole discretion:

Solicitation Timeline

<u>Activity</u>	<u>Date</u>
RFP Issued	October 22, 2025
Questions and RFCs Due	October 31, 2025
RCTA's Response to Questions/RFCs	November 7, 2025
Proposals Due	November 14, 2025
Interviews & Demonstration (if required)	December 1-5, 2025
Contract Award (tentative)	December 15, 2025
Notice to Proceed (tentative)	December 19, 2025

Proposals must be sent via email to Joseph Rye, Executive Director, at executivedirector@redwoodcoasttransit.org by Friday, November 14, 2025 5pm PST. . Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

For questions regarding this RFP, please contact Joseph Rye at executivedirector@redwoodcoasttransit.org.

10/22/2025

Date



**Joseph Rye,
Executive Director**

2. INTRODUCTION

A. Summary

Redwood Coast Transit Authority (RCTA) is a public transit agency serving Del Norte County and the surrounding Redwood Coast region of northern California. RCTA operates a fleet of buses providing fixed-route and demand-response services to rural communities from its yard in Crescent City, CA. In line with California's mandate to transition transit fleets to zero-emission vehicles, RCTA is in the process of adding battery-electric buses (BEBs) and associated charging infrastructure at its Williams Drive Maintenance and Operations Facility. This Facility is currently under redevelopment to add electric bus charging infrastructure to an existing bus maintenance and operations facility. The Facility area (Assessor Parcel Number 118020033000) is cumulatively 1.23+ acres of an 84.77-acre lot, situated on the north end of the Del Norte County Fairgrounds, which is located at 421 US-101, Crescent City, CA 95531.

RCTA has engaged an engineering firm to design the installation of BEB charging infrastructure at this Facility. In Phase 1 of the project, the Facility will initially accommodate 11 BEBs and include 11 chargers. The majority of these chargers are expected to be L2 chargers, but 1 or 2 will be DC fast chargers. In a potential future Phase 2 expansion of the Facility, RCTA anticipates adding 10 additional BEBs and 10 chargers for a total of ~20 L2 chargers and ~2 DC fast chargers. These designs are still in progress and will be finalized in the coming months, see Attachment F. The charging infrastructure hardware has not yet been selected. The selected CMS system Contractor will provide input on the charger designs as needed to ensure compatibility with the CMS system, but will not provide any public works or architectural and engineering (A&E) services, beyond the coordination with RCTA's design and engineering firm, Dokken Engineering, as described in the Scope of Services (Appendix A). The CMS system should have the flexibility to operate with various hardware configurations to allow RCTA and its facility planners maximum flexibility in design and hardware procurement. The timeline for implementing the selected CMS system is approximately one year from CMS vendor selection, aligning with RCTA's goal to have a system in place by late 2026 to coincide with the deployment of BEBs.

Because RCTA's routes include long distances and short layovers, buses will not only charge overnight but, in some cases, between runs during the day (depot-based "opportunity charging"). This operational profile requires careful management of energy use to ensure each bus has sufficient charge for its next trip while avoiding excessive peak electricity demand. RCTA is seeking a CMS system for this purpose.

The CMS system must include the ability to limit charging activities by time of day, prioritize the charging of BEBs based on state of charge (SOC) and dispatch times, and automatically direct power to connected BEBs based on the indicated criteria. Manual override to charge any bus with available connected power should also be available within the system's interface. The CMS system should have the ability to be integrated to the vehicles' telematics software such that the SOC of vehicles is known at all times including when BEBs are entering the yard. The CMS system must also be integrated with RCTA's planning and scheduling software (e.g., Remix, Swiftly, Hexagon Fleet Management Systems) to effectively manage the chargers and demand while ensuring all vehicles will be fully charged at the time of dispatch.

The CMS system must be able to operate without daily intervention once the system is installed and operational. At the same time, the CMS system must have the ability to remotely override the programmed optimization algorithms and prioritize charging of a specific vehicle when necessary, thereby ensuring that the charger is provided with the maximum amount of power it can handle. The CMS system must be compatible with the latest version of the Open Charge Point Protocol (OCPP) and contribute to an interoperable technology ecosystem by integrating with third-party systems. The Proposer must demonstrate the CMS system's ability to connect to a variety of

charging station manufacturers and third-party systems as an essential component of their response to this RFP.

The CMS system should be able to continue managed charging operations even if it loses internet connection. For maximum reliability, a CMS system utilizing an on-site local controller is preferred.

RCTA intends to contract with a CMS system provider for a base period of up to five (5) years, which includes system design consulting services, software implementation, and commissioning, and three (3) years of software operations and maintenance following system acceptance. The contract will also include three (3) one (1) year option terms exercisable by RCTA.

This project is being funded through the California Transit and Intercity Rail Capital Program (TIRCP) and no federal monies are budgeted toward the project.

B. Background Information

The Region

The region served by RCTA includes most populated areas within the boundaries of Del Norte County, plus portions of Northern Humboldt County along US 101. 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.

Four federally recognized Tribes are in the Del Norte region: Elk Valley Rancheria, Tolowa Dee-ni' Nation, Resighini Rancheria, and the Yurok Tribe. They are partners and leaders in advancing regional transportation.

The principal north-south route through Del Norte County is US 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 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 the winter months. Temperatures increase to 55-65 degrees during mid-summer and early fall months, with higher temperatures when coastal fog disperses. Inland, temperature 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 (non-incarcerated) at 25,474 in 2022. This includes a population of 21,158 within the unincorporated area of the County and 4,316 within the City of Crescent City. The projected population for 2035 is 31,328. An Economic and Demographic Profile is posted on the DNLTC website under the heading Planning Documents: <http://www.dnltc.org/planning>. Populations served by RCTA along US 101 in Northern Humboldt include Orick, Trinidad, McKinleyville, Arcata, and Eureka.

Organization and Management

RCTA is the primary public transit agency in the Del Norte County region. RCTA is governed by a five-member Board of Directors consisting of two members of the Del Norte County Board of Supervisors, one public member appointed by the Board of Supervisors, and two council members from the City of Crescent City.

RCTA delivers its services with a lean and unique staffing structure. There are no employees of RCTA. The Board of Directors hires a consultant or consulting team to manage the agency as the Executive Director, as well as a contract law firm to provide legal services and to take the lead on the periodic procurement of the Executive Director team. The Executive Director team has been the partnership of Joe Rye (TMTP Consulting) and Dan Herron (with other part time team members) since 2016. The TMTP team provides all administration services, including procurement, planning, grants, and marketing and oversight of the private contractor(s) who provide daily operations. Transdev is the current operations and maintenance contractor, having acquired First Transit and its existing contracts in 2023. The current five-year contract with Transdev runs through 2026 and includes all maintenance and operations services, except the facility and fuel, vehicles, and administration. RCTA owns its own vehicles and Maintenance and Operations Facility on Williams Drive in Crescent City, on land leased from the Fairgrounds.

Facility/Project

The draft 30% plans for the project site are included as Attachment E] While subject to change during design at RCTA's discretion, Attachment F provides potential CMS vendors a site plan from which to better understand the RCTA project and site constraints.

3. PROPOSAL CONTENT

In order to facilitate Proposer's preparation of its proposal and RCTA's review of same, all proposals must have a consistent font type and size of text, must be on letter-size pages (8.5 inch by 11 inch), single spaced, and single column, and must adhere to any page limits outlined below for specific sections. In order to be accepted for evaluation, proposals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

A. Cover Letter (Maximum of 2 pages)

The Cover Letter, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

Proposers must also indicate that they are prepared to sign the Sample Agreement provided in Appendix C to this RFP (or should specifically identify any requested changes to the Agreement, using the form provided in Exception Form, (Exhibit 3); and must clearly state that they are able to meet the insurance requirements as set forth in Appendix D, Insurance Requirements. Proposers must also state in writing that they agree to be bound by their proposal for 60 days from the proposal due date. Proposers must also confirm that they have no impermissible conflicts of interest.

B. Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

C. Experience and Qualifications of the Proposer (Maximum of 9 pages)

Proposers must organize their response to this section as follows:

- Introduction to Proposer (Maximum of 1 page). Provide an introduction to the Proposer.) Response should include Proposer's length of time in business, ownership, the location of the corporate and satellite office(s), and other information Proposer might deem pertinent and introductory in nature.
 - i. RCTA does not anticipate submissions from teams of more than one firm or entity. However, if any of the individuals being proposed are not employees of the responding firm, an acceptable submission must include a Designation of Subcontractors form (Exhibit 6).
- Summary of Qualifications (Maximum of 1 page). The Proposer shall describe its history, experience and past projects and performance which are similar in nature, scope and complexity to that required by this RFP.
- Project Experience (Maximum of 5 pages). Proposal shall list up to five (5) similar projects that have been completed within the previous five (5) years. Describe locations, nature of the work, project cost, status (completed, in development, in testing, etc.) and month and year of final acceptance. The projects listed should provide evidence that the Proposer is qualified to successfully perform the work required by this RFP.
- References (Maximum of 1 page). From the qualified projects listed under the section above, the Proposer shall provide three (3) references using Exhibit 3: Reference Form. For each reference, provide the agency name, address, contact person, telephone number and email address. RCTA reserves the right to contact references provided by the Proposer and solicit additional references to verify information and investigate past performance.
- Financial Capacity (Maximum of 1 page, excluding attachments). The Proposer shall provide information demonstrating that it has the necessary financial resources to satisfactorily complete the work required under this RFP. The Proposal shall include copies of one of the following forms of financial information for the previous three years in order of preference: (1) audited financial statements; (2) balance sheets; (3) tax returns; (4) bank references, or similar information. In the case where the Proposer is a subsidiary organization, the Proposer should provide the financial information for its parent organization as well. Subsidiary statements can be provided to show the relationship to the parent. Electronic copies of financial statements are acceptable.

Proposers must also demonstrate their ability to obtain insurance coverage that meets the minimum requirements of this RFP, as evidenced by a letter or certificate from an underwriter confirming that Proposer can be insured for the required amounts. At RCTA's discretion, Proposers who are involved in current or pending bankruptcy may be rejected.

D. Team Organization and Staffing Plan (Maximum of 5 pages)

Proposers must organize their response to this section as follows:

- Team Organization. The Proposer must provide a brief narrative describing the Proposer's staffing and organizational plan, including relationships, roles and distribution of responsibilities among Key Personnel, staff, subcontractors and suppliers.

- Key Personnel (Maximum of 2 pages, excluding resumes). “Key Personnel” is defined as those individuals who are essential to the successful completion and execution of the services called for in this RFP. The Proposer must identify the Key Personnel and describe their qualifications, experience and training, including explicitly cross-referencing their involvement and specific roles on the projects cited in Section 3.C. Proposer must also indicate the primary work location(s) and percentage time commitment of the Key Personnel for the work. Key Personnel must be available for the duration of the engagement and may not be substituted by the contractor without prior written approval by RCTA. For each staff member identified as Key Personnel, please attach a resume (no longer than 2 pages). At a minimum, Proposers shall clearly identify and describe the qualifications of the Key Personnel it will assign to the work, including years of experience, years in industry, and years with the Proposer.
- Organizational Chart. The Proposer shall include an organizational chart showing the proposed team composition including identifying any and all services for which the Proposer intends to subcontract.
- Management Plan. Discuss the Proposer’s management approach to ensure adequate technical and administrative oversight over the work, and to manage the schedule and budget. Discuss proposed Quality Control (“QC”) and/or Quality Assurance (“QA”) measures & procedures and any certifications pertaining thereto.

E. Solution Description (Maximum of 6 pages)

Proposers must organize their response to this section as follows:

- Project Understanding and Approach (Maximum of 1 page): Proposer must summarize their understanding of the project, RCTA’s objectives, and their overall approach to delivering the services outlined in the Scope of Services.
- Solution Functionality (Maximum of 5 pages): Proposer must describe the solution being offered to RCTA and explicitly demonstrate how this meets (or exceeds) the minimum requirements in the Scope of Services. Images and graphics may be included but shall count toward the page limit.

F. Technical Approach and Work Plan (Maximum of 5 pages)

Proposers must organize their response to this section as follows:

- Integration Approach. Proposer must describe their approach to integration of the CMS system with various charger hardware and other transit technology software, including an explanation of how such integrations will be handled in the future (i.e., in the case of added technology, change of vendor, etc.).
- Redundancy and Resiliency Plan. Proposer must describe how its solution promotes or ensures system redundancy and resiliency, particularly in the RCTA service area where connectivity outages are common.
- Coordination Approach. Proposer must describe their approach to coordination with the RCTA’s design and engineering firm, Dokken Engineering, to ensure compatibility between the software and hardware in the 60% design for the charging Facility, as well as their approach to coordination with RCTA’s electric utility, Pacific Power. Please note that Proposer is not expected to participate directly in creating the

designs and drawings of the facility. The coordination is designed to enable a swift and effective implementation of the scope of services described in Appendix A.

- Compliance with Technical Requirements. Proposer must expressly confirm its compliance with all technical requirements outlined in this RFP.
- Work Plan. Proposer must describe the various stages of work required to achieve live operational status for the CMS system, including a Gantt chart timeline illustrating those stages. Proposer should describe the locations of performance of the work during its various phases and any expectations for facilities, personnel, access, assistance, etc. provided by RCTA.

G. Price Proposal

Proposers must present their Price Proposal by using the Price Proposal Form (Exhibit 2). Proposers may insert additional rows or attach additional pages if more space is required, but may not otherwise alter the format of the Price Proposal Form. The Price Proposal Form shall be signed by personnel of the Proposer authorized to contractually bind the Proposer.

H. Levine Act

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any RCTA Board Member from participating in or influencing the decision on awarding a contract with RCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the RCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, RCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before RCTA or for twelve months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their proposal the California Levine Act Statement, Exhibit 4.

I. Licenses and Certifications

Proposer and proposed Key Personnel must hold and maintain during the course of the contract, including any option extensions, appropriate professional licenses to perform the work specified in this RFP. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their proposal. Copies or proof of such licensure and/or certification may be requested by RCTA.

J. Conflicts of Interest

The firm selected to serve as the contractor through this RFP will not be prohibited from working under separate contracts with RCTA, unless such work creates a conflict of interest, real or apparent, that would render the contractor ineligible to undertake such work during the term of the Agreement. Proposer must provide a list in its proposal of its current contracts that involve work with RCTA, including its relationship to RCTA and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of RCTA is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in

Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

4. **SOLICITATION PROCESS**

A. Submission of Questions and Requests for Clarification

All Questions and/or Requests for Clarification must be submitted in writing to Joseph Rye, Executive Director, at executivedirector@redwoodcoasttransit.org. RCTA's written response to Questions and/or Requests for Clarification will be posted on the RCTA website. Please refer to the solicitation timeline in the Letter of Invitation in this RFP for date and time deadlines.

B. Addenda to RFP

RCTA reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written addenda.

It is the Proposers' responsibility to monitor RCTA's website on a regular basis. Only signed addenda, issued by RCTA's authorized personnel are binding. Proposers are required to acknowledge receipt of all addenda, if any, during the submission of their proposals.

Failure of any prospective Proposer to receive the notification or addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted or modified. All addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals on the Proposal Cover Form, Exhibit 1. Proposer's failure to acknowledge in its proposal receipt of addenda may, at RCTA's sole option, cause the proposal to be rejected.

If RCTA determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that RCTA determines will allow Proposers sufficient time to revise their proposals. Any new due date will be included in the addenda.

C. Submission of Proposals

Proposals will be received via email to Joseph Rye, Executive Director, at executivedirector@redwoodcoasttransit.org until November 14th, 2025. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

D. Cost of Proposal Development

This RFP does not commit RCTA to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a proposal, nor to procure or contract for any services. The Proposer waives any claim against RCTA for costs incurred in preparing a proposal and responding to this RFP.

E. Validity of Proposals

Submission of a proposal constitutes a firm offer to RCTA for 60 days from the submission deadline for proposals.

F. Withdrawal of Proposals

A Proposer may withdraw its proposal, without prejudice, by emailing Joseph Rye, Executive Director, at executivedirector@redwoodcoasttransit.org prior to the proposal closing date and time. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if RCTA fails to award the Agreement within the proposal validity period prescribed above in Section 4.E., Validity of Proposals, or any agreed-upon extension thereof.

G. Evaluation of Proposals and Selection Process

Proposals will be screened to ensure Proposer(s)' responsiveness to the requirements of the RFP and the responsibility of the proposing contractor. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. RCTA intends to award a contract to the highest ranked, most qualified, responsible Proposer that submits a responsive proposal for provision of the services.

RCTA may reject as non-responsive any proposal that does not include the required documents referenced herein. However, RCTA reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

1. Selection Committee

A Selection Committee (Committee), which will include members of staff and possibly one or more outside experts, will review the technical proposals submitted and rank them according to the weighted criteria of each category as set forth in the process below.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

2. Proposal Evaluation Process

RCTA will evaluate proposals based on the following criteria:

- Technical qualifications, as described in Section 3, Proposal Content, of the RFP, representing eighty percent (80%) of the total score; and
- Price proposal, representing twenty percent (20%) of the total score.

Evaluation Criteria	Points
Proposer Experience and Qualifications, References, and Team Organization and Staffing Plan	15
Solution Description	30
Technical Approach and Work Plan	35
Price	20
TOTAL	100

The Proposers' proposal will be evaluated using the criteria identified above. In scoring and ranking proposals, RCTA will consider the proposal material submitted, and any other relevant information about a given Proposer (i.e. references). RCTA will not assume that a Proposer possesses any capability unless such a capability is established by the submitted proposal.

Proposals submitted for services not included in Appendix A, including A&E or public works that go beyond coordination with RCTA's design and engineering firm, will be immediately disqualified.

H. Interviews & Demonstrations

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, an interactive demonstration with RCTA staff, and/or participation in an oral interview. If RCTA conducts demonstrations and/or interviews, it will do so with those Proposers found to be within the "competitive range." Attendees at a demonstration and/or interview should be restricted to those individuals who will have direct involvement with provision of the services. RCTA expects that, at a minimum, the proposed Project Manager will attend; other Key Personnel may also attend. Please refer to the solicitation timeline in the Invitation for tentative dates.

I. Revised Proposals, Interviews and Negotiations

RCTA reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised proposals, to visit the Proposer(s)' site(s), to interview or not, or to request best and final offers (BAFOs), if it is in the best interest of RCTA to do so. During this step, the Committee will evaluate financial statements and audit reports submitted by Proposers in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

RCTA also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and RCTA may hold simultaneous discussions with those proposers that remain in the competitive range. Proposers who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

RCTA may accept the proposal, or may negotiate with the highest-ranked firms, the terms and conditions of the Agreement and/or the firms' cost proposal including, but not limited to, the proposed hourly labor rates, overhead rates, profit, fees, and/or billing rates as applicable. At this time, RCTA may elect to request revised and/or best and final offers (BAFOs) from all of the firms remaining in the competitive range. At its sole discretion, RCTA may also reject all proposals. RCTA also may award an Agreement without conducting interviews or negotiations.

J. Contract Award

The Committee will make a recommendation of award of Agreement, if any, to RCTA's Board of Directors, or designee. All Proposers will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by RCTA's authorized personnel.

The successful Proposer, to whom award is made, must execute a written Agreement for Services on RCTA's provided form as set forth in Appendix C within 14 calendar days after Proposer receives the form of Agreement for execution.

K. Protest Procedures

RCTA's contract protest process and procedures are available at:
<http://www.redwoodcoasttransit.org/about-rcta/procurement/>.

L. Ex-Parte Communications

Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication must be directed to the authorized personnel named in this RFP until after a Notice to Proceed has been issued by RCTA. There must be no communication with any officer, director, employee, or agent of RCTA, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Proposers and Proposers' representatives may not communicate with RCTA's Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of RCTA during a public meeting.

M. Confidentiality

- 1) Confidentiality and Waiver of Claims
 - a) The California Public Records Act (Cal. Gov. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between RCTA and the Proposer, is a public record that must be made available to the public.
 - b) If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that RCTA withhold from disclosure the exempt information by submitting:
 - (1) an unredacted copy of the proposal marking each page containing such exempt information as confidential; and
 - (2) a redacted copy of the proposal that redacts the purportedly exempt information; and
 - (3) a separate "confidentiality index" including all of the following information:
 - (i) The section and page number of the proposal where the information is located; and
 - (ii) An explanation of why the information is exempt from disclosure under the CPRA.
 - c) By submitting a proposal, Proposer:
 - (1) consents to the release of the redacted version of the proposal; and (ii)
 - consents to the release of any portion of its proposal not included in the confidentiality index; and

- (2) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.
 - d) If the Proposer does not include a confidentiality index in its proposal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.
 - e) In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.
 - f) A Proposer may not designate its entire proposal as confidential. RCTA will not honor such designations and will disclose submittals so designated to the public without liability to RCTA.
- 2) Confidentiality Indemnity
- a) Upon receipt of a request pursuant to the CPRA seeking proposal material relating to this RFP, RCTA may provide the redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.
 - b) By submitting a proposal, Proposer agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

N. Waiver

By submitting a proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

O. RCTA's Rights

RCTA reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of RCTA. This RFP does not commit RCTA to award an Agreement, to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. RCTA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to RCTA's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. RCTA further reserves the right to reject all proposals and seek new proposals when RCTA considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by RCTA.

5. CONTRACTUAL REQUIREMENTS**A. Agreement for Services**

The selected Proposer for the provision of the services will be required to execute an Agreement with RCTA describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This Agreement must follow the Sample Agreement, identified here as APPENDIX C. **All Proposers are directed to review all of the terms and conditions set forth in the Sample Agreement, APPENDIX C, particularly the indemnification and insurance requirements.**

Submittal of a proposal must be deemed acceptance of all of the terms set forth in this RFP and the Sample Agreement unless the Proposer(s) includes with its proposal, in writing, any modifications requested to the RFP and/or Sample Agreement as set forth on the Exception Form, Exhibit 3. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item, and must be submitted on Exhibit 3. RCTA reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of proposals.

B. Insurance and Indemnification Requirements

Proposers are instructed to carefully review the insurance and indemnification provisions set forth in **Appendices C and D**, and provide a statement of Proposer's acceptance and ability to comply.

C. Ukraine/Russia Related Sanctions

As a public agency with contracts with state and federal departments and agencies, RCTA is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a proposal, Proposer represents that it is not a target of Economic Sanctions. Should RCTA determine Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by RCTA.

6. APPENDICES

APPENDIX A, Scope of Services
APPENDIX B, Indicative Key Performance Indicators
APPENDIX C, Sample Agreement for Services
APPENDIX D, Insurance Requirements
APPENDIX E, PROJECT 30% DESIGN SITE PLAN

7. EXHIBITS/FORMS

Exhibit 1, Proposal Cover Form
Exhibit 2, Price Proposal Form
Exhibit 3, Exception Form
Exhibit 4, Reference Form
Exhibit 5, California Levine Act Statement
Exhibit 6, Subcontractor Designation Form

APPENDIX A, Scope of Services

1. Software Requirements

RCTA seeks a CMS system and related consulting and software operations and maintenance services to coordinate the operation of its battery electric bus (BEB) charging infrastructure. The cloud-based CMS system application, and any associated hardware (e.g. on-site local controller), shall offer remotely controlled electrical demand management and system monitoring. A key feature of the management system is electrical demand management to minimize the cost of energy for the facilities, while still delivering adequate charge energy needed to achieve the required BEB state of charge (SOC) levels within their various and respective charge-time windows.

At a minimum, the CMS product shall:

- Utilize Open Charge Point Protocol (OCPP) 1.6.J.
- Upgrade to the latest OCPP version throughout the term of the contract
 - Perform the version upgrade within 90 calendar days of version release OR
 - Provide a roadmap with dates for version upgrade within 30 calendar days of version release AND a version upgrade within 180 calendar days of version release
- Operate across different bus types (i.e., battery capacities, OEMs, sizes, etc.)
- Operate across different charger types (i.e., hardware agnostic)
- Provide dynamic load balancing capability across all buses and chargers based on overall power demand and schedules for completing charging sessions to meet bus pullout time
- Provide utility tariff-based optimization (i.e., for demand charges and time-of-use rates) to reduce overall electricity cost, while ensuring each bus meets a level of charge sufficient to run the required service
- Provide dispatch-based load management
- Allow for programming of different charging strategies as needed (e.g., charge each bus sequentially to max capacity vs. simultaneously charge each bus)
- Include protections to prevent leaving batteries at excessively high or low SOC for extended periods
- Accommodate charging operations where bus charging sessions are interrupted due to either scheduled or unscheduled maintenance operations mid-charging and buses need to be removed from a charger
- Provide automated fault and error detection, reported via the Management Platform
- Utilize documented APIs to integrate with the following software & existing vendors:
 - Hexagon Fleet Management Systems (SCADA)
 - Remix GTFS Schedule
 - Swiftly GTFS-RT
- Allow additional software integration via API or Ingestion Point after initial implementation
- Include the following security and data protection features:
 - Back-end security firewall(s)
 - Varied levels of access (all Username/Password protected) for multiple users
 - No limit to simultaneous access for multiple users
 - Changes or actions undertaken by users must be tracked, logged, and stored with an exportable report
 - User accounts have a variety of rights based on fleet operator assignments.

1.1 Optional Software Features

RCTA also has additional features it considers to be desirable for a CMS product but are **not** required. Proposers shall indicate in their response if any of these additional features are included in their base

offering, or are not part of their base offering but can be added to the base offering for an additional fee. If there is additional fee for these features, it should be priced separately in the Price Proposal Form.

The optional additional features include:

- Utilize OCPP 2.0.1
- Responsive to changing route assignments
- Direct integration with the utility provider, Pacific Power
- Depot management features for the building and facility. If depot management is added, note that the CMS must then accommodate management of distributed energy resources (DERs), including a solar PV array.

2. Management Platform Requirements

To support the CMS, RCTA seeks a Management Platform for remote control and reporting. At a minimum, the Management Platform shall:

- Be capable of remote log-in (i.e., web or cloud based)
- Include at least three (3) user seats
- Differentiate between user permissions at minimum between “admin” and “view only”
- Provide a user-friendly interface that includes both a dashboard and a visual representation of key charger statuses, such as:
 - Real-time rate of charge
 - Power levels / load
 - Utility meter data
 - Bus information
 - Estimated time to charge per vehicle
 - Report analysis
- Provide real-time data on energy usage, bus SOC, and key performance indicators¹ (note: these may be included as part of the dashboard / visual representation described above)
- Provide users with ability to schedule and override charging sessions at the individual charger level, as needed, to adapt to service requirements
- Include the ability to manually delay charging during super off-peak times, if desired, and set a schedule to routinely do so
- Include the ability to see detailed information on charging sessions, including to view the following information:
 - Charger / BEB ID
 - Energy drawn from the grid
 - Energy delivered to the bus
 - Charge rate during session
- Include the ability to automatically read, analyze, store, and monitor information from the cabinet, as well as automatically control the charging functions of the cabinet remotely based on that information, all in real-time
- Track any errors as well as any associated customer support tickets
- Provide alerts and fault codes for charger or BEB malfunctions through various communication channels beyond the Management Platform (i.e., text, email)
- Provide summary monthly reports on overall system performance, using key performance indicators, and any outstanding support tickets and/or errors
- Ability to download reports and data on-demand in either .csv or .xls format

¹ See Appendix B for Indicative KPIs

3. Diagnostic and Support Requirements

At a minimum, the Contractor shall provide the following diagnostic and support services for the CMS system and Management Platform:

- Dedicated account manager for RCTA
- Proactive remote diagnostics and fault reporting to enable troubleshooting of chargers and associated equipment, including text/email real-time alert notifications to specific cellular phone numbers when specific faults occur
- Remote system updates
- 24/7 technical operation and remote monitoring of all connected chargers, including the ability to remotely restart chargers
- Error notifications defined by OCPP 1.6.J, or newer, for the fleet manager
- Continual functionality during an internet or network outage (e.g., redundancy plan, failure modes)
- Support a one (1) business day response time for all inquiries and errors
- Support upgrades of proprietary platform updates with backward compatibility over the life of the contract/system

4. Training Requirements

The Contractor shall provide a comprehensive training program that covers the CMS system and Management Platform. The training program shall prepare staff for operation, administration, elementary troubleshooting, maintenance, and system administration of these products, including the user interface, modules, and functionality platform(s). The training program shall be led by knowledgeable Contractor staff and include formal and informal instruction, models, manuals, diagrams, and component manual and catalogs, as necessary.

Where practical and useful, training should be hands-on and should use actual system software and screens on a workstation and actual equipment on the fleets. Electronic copies of all materials shall be provided. Trainings may be virtual.

5. Documentation & Software Installation Requirements

RCTA has not yet finalized its facility design nor selected charging hardware. The awarded Contractor shall consult with RCTA's design and engineering contractor (Dokken Engineering) on the final designs to ensure compatibility between the hardware and CMS. After Dokken Engineering finalizes the design and begins construction, the Contractor shall:

- Provide software system architecture and design documentation.
- Provide updated system stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal. All documents should have updated and visible version and revision numbers.
- If a hardware component is included as part of the solution,
 - Submit "typical" installation drawings detailing the design that shall be used for any necessary equipment installation work. These drawings shall be submitted prior to installation.
 - Submit a complete equipment list, bill of materials and as-built documents at the completion of installation. The as-built documents must be approved before RCTA will grant final system acceptance, and shall include:
 - (1) an inventory of all components supplied including supplier, model number, serial number and installation location
 - (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location

- (3) all reference and user manuals for system components supplied by third parties
- (4) all warranty documentation
- (5) a diagram indicating all interconnections between components
- (6) the version number of all software
- (7) software installation media if solution is not centralized

If a hardware component is included as part of the solution, the CMS Contractor shall provide the following for its installation:

- Provide oversight of installation work performed as a part of this project to ensure compatibility between the hardware and CMS
- Install equipment to the highest standards, using experience and knowledgeable personnel
- Schedule work as not to disrupt or delay current operations
- Schedule work around operating hours or peak times, unless otherwise agreed upon with RCTA and only in the case that extensive installation and testing work is necessary
- Adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources
- Perform work in accordance to all Federal, State and Local laws and regulations

All System equipment installations shall be performed to an approved set of plans, which has previously been submitted and approved by RCTA.

6. Software Testing Requirements

All materials furnished and all work performed under the contract shall be inspected and tested by RCTA. Should any inspections or tests indicate that specific hardware, software, or documentation do not meet the requirements; the appropriate items shall be replaced, upgraded, or added by the Contractor at no cost to RCTA and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed by Contractor to verify the effectiveness of the corrective action.

-

7. Coordination Requirements

As part of the system design and implementation, the Contractor shall:

- Actively coordinate with RCTA's design and engineering contractor, Dokken Engineering, as they work toward finalizing the 60% design documentation for the battery-electric bus charging infrastructure and other upgrades to the Williams Drive Maintenance and Operations Facility.
- Actively coordinate with RCTA's electric utility, Pacific Power to ensure system compatibility and reliability.

The Contractor will not provide any public works or architectural and engineering (A&E) services, beyond the coordination with RCTA's design and engineering firm, Dokken Engineering and with the electric utility, Pacific Power, as described above.

APPENDIX B, Indicative Key Performance Indicators

The following are indicative key performance indicators (KPI) that RCTA would like to receive, at a minimum. RCTA is open to other metrics which can accomplish the same goals.

Key Performance Indicator	Metric	Target SLA (if applicable)
Software Availability / Uptime (see sample agreement)	Percent (%) of time the CMS system is fully operational and available (excluding downtime due to scheduled maintenance)	99.9%
Charge Completion Rate	Percent (%) of buses that reach their target SOC before schedule pull-out	98%
Fault Response Rate	Time to respond to critical alarms and resolve charging faults	Acknowledge in < 1 hour Resolve in < 24 hours
Energy Optimization	Percent (%) of energy delivered in off-peak time of use (TOU) windows Percent (%) of facility transformer rating at peak demand	
Customer Support Responsiveness	Contractor support call / email response rate Number (#) of tickets by month Average response time to tickets Average time to resolution	1 business day for response to non-critical items
Cost Savings	Average \$/mile Average kWh/mile Percent (%) of charging sessions completed within lowest-cost tariff band	

Appendix C – Sample RCTA Agreement

[NOTE: To update cross references, press Ctrl+A to select the entire document; then F9.]

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This AGREEMENT for a Charge Management Software (CMS) system and related consulting and software operations and maintenance services (Agreement) is entered into by and between the Redwood Coast Transit Authority (RCTA) located at 140 Williams Drive, Crescent City, CA 95531 and [REDACTED] (CONTRACTOR), a [STATE] Corporation located at [REDACTED] [INSERT ADDRESS] ("the Parties"). This agreement shall become effective as of [REDACTED], hereinafter referred to as the "Effective Date".

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

This is an Agreement for the provision of a CMS system to coordinate the operation of RCTA's battery-electric bus (BEB) charging infrastructure and related consulting and software operations and maintenance services (Services). The CONTRACTOR will provide the Services described in Exhibits A and B, and will otherwise do all things necessary for or incidental to the performance of the Services in accordance with the terms and conditions of the Agreement.

2. AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of the following documents:

- (1) Amendments and/or Change Orders to the Agreement, if any;
- (2) This Agreement, including Attachment A, Cloud Software Provisions, and Attachment B, Insurance Requirements;
- (3) Exhibit A, Request for Proposals;
- (4) Exhibit B, CONTRACTOR's Proposal including costs/labor rates.
- (5) [ADD ADDITIONAL EXHIBITS IF NECESSARY]

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

This Agreement will be for a five year-term, commencing on the Effective Date, and includes software consulting services, software implementation services, and software operation and maintenance services.

On the Effective Date, CONTRACTOR will begin providing software consulting services to RCTA, and continue providing these services until RCTA's Final Acceptance of the CMS System. "Final Acceptance" means RCTA's written confirmation that the CMS System successfully completed all acceptance testing and has been placed into operational use in the ordinary course of business without material defect for a period of thirty (30) consecutive days.

CONTRACTOR will begin providing software implementation, testing, and training services upon RCTA's selection and purchase of charge management software, and continue providing these services until RCTA's Final Acceptance of the CMS System.

Following RCTA's Final Acceptance of the CMS System, CONTRACTOR will begin providing software operations and maintenance services and continue providing these services for three years. RCTA reserves the right, in its sole discretion, to exercise up to three one-year option term(s) to extend the Agreement for CONTRACTOR to continue providing software operations and maintenance services, pursuant to the terms of this Agreement. If RCTA determines to exercise the option term(s), RCTA will give the CONTRACTOR at least 30 days' written notice of its determination.

It is understood that the term of the Agreement and any option term(s) granted thereto as specified herein are subject to RCTA's right to terminate the Agreement in accordance with Section 24 of this Agreement.

4. CONTRACTOR'S REPRESENTATIVE

At all times during the term of this Agreement [INSERT NAME OF CONTRACTOR'S REP] will serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONTRACTOR and approval by RCTA, which will not be unreasonably withheld, the CONTRACTOR may substitute this person with another person, who will possess similar qualifications and experience for this position.

5. COMPENSATION

The CONTRACTOR agrees to perform all of the services included in Section 1 for a total all-inclusive not-to-exceed amount of _____ (\$ _____) in accordance with Exhibits A and B. The total all-inclusive amount will include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs, licensing, minimum 30-day warranty period, hosting, support, maintenance, transition requirements and all other costs and expenses incurred by the CONSULTANT. RCTA will pay the CONSULTANT in accordance with Section 6.

6. MANNER OF PAYMENT

For software consulting services, the CONTRACTOR may submit monthly invoices/billing statements to RCTA, detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period and be itemized (if applicable).

During the software implementation, testing, and training phase, the CONTRACTOR may submit invoices to RCTA upon completion of the applicable milestone (deliverables based payments schedule), which will be set forth in a mutually agreed upon milestone schedule and included herein as Exhibit B. Payment will be an agreed upon percentage of the total costs per deliverable during this phase. RCTA will retain a minimum of 15% of total project compensation, which will be released upon issuance of Final Acceptance by RCTA.

When the 30-day warranty period expires and RCTA issues Final Acceptance, the CONTRACTOR may begin invoicing RCTA for hosting and maintenance costs (Implementation Phase) as described in Exhibits A and B. During the Implementation Phase, on the last day of each month, the CONTRACTOR may submit an invoice to RCTA for the Total Monthly Recurrent Cost incurred in the preceding month with any applicable Uptime Credits

deducted from the total. RCTA will within ten (10) business days notify the CONTRACTOR whether it approves the entire invoiced amount or whether it intends on paying a lesser amount due to the failure of the software to meet the reliability and Uptime standards set forth in Attachment A.

Each invoice must include the contract name, Purchase order #, and RCTA's Project Manager's name. RCTA will endeavor to pay approved invoices/billing statements within 30 calendar days of receipt. RCTA reserves the right to withhold payment of any portion of an invoice if RCTA determines that the quantity or quality of the work performed is unacceptable. RCTA will provide written notice to the CONTRACTOR within 10 calendar days of RCTA's decision not to pay and the reasons for non-payment. If the CONTRACTOR disagrees with RCTA's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes RCTA's decision to RCTA within 30 calendar days of RCTA's notice. If the CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge RCTA's decision. Final payment may be withheld until the CONTRACTOR performs all required Agreement expiration or termination obligations.

Invoices shall be made in writing and delivered via email to RCTA as follows:

jeff@greendottransportation.com
tmtpc consulting@gmail.com

The CONTRACTOR represents that the CONTRACTOR's taxpayer identification number (TIN) is [redacted] as evidenced by a completed Federal Form W-9.

7. NOTICES

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between RCTA's Project Manager or designee, and the CONTRACTOR's [redacted].

Notices informing the CONTRACTOR of RCTA's decision to exercise Agreement options (that were exercisable in RCTA's sole discretion) will be exchanged between RCTA's [redacted] or designee, and the CONSULTANT's [redacted] via electronic mail to: [redacted].

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to RCTA: Executive Director
Redwood Coast Transit Authority
900 Northcrest Drive, #134
Crescent City, CA 95531
Email: tmtpc consulting@gmail.com

If to the CONTRACTOR: [redacted]
Attn: [redacted]

Email: _____

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after THAT ON WHICH IT IS DEPOSITED IN THE UNITED STATES MAIL AS PROVIDED ABOVE.

8. ownership of work

A. General

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONTRACTOR will be and are the property of RCTA. RCTA will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to RCTA. If any materials are lost, damaged, or destroyed before final delivery to RCTA, the CONTRACTOR will replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Notwithstanding the above, the CONTRACTOR retains all rights, title, and interest (including all intellectual property rights) in and to the CMS platform, associated software, algorithms, models, documentation, user interfaces, and any enhancements or derivatives thereof ("CMS System"). No ownership rights in the CMS System are granted to RCTA, and RCTA receives only the rights expressly set forth in this Agreement.

The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

B. Intellectual Property Provisions

1. **Grant of License to RCTA.** The CONTRACTOR grants to RCTA a perpetual, worldwide, unlimited, royalty-free, non-exclusive license for RCTA (including without limitation its officers, directors, employees, and agents) to install, access, use, copy, modify, display, perform, analyze, export, maintain, and create derivative works from the CMS System for any operational purpose, including but not limited to planning, reporting, integration with other RCTA systems, public disclosure as required by law, and sharing with third-party consultants and technology providers.

In providing the CMS System, the CONTRACTOR will use only that third-party software that has been expressly approved in writing by RCTA. The CONTRACTOR will procure, maintain, and otherwise be responsible for all licenses for RCTA, in RCTA's name, for any such third party software reasonably necessary to operate or maintain the CMS System.

The CONTRACTOR will provide to RCTA copies of such licenses, along with any related software or license documentation.

To the extent that any other licenses or permissions are reasonably desirable or necessary for RCTA to operate or maintain the CMS System, the CONTRACTOR hereby grants to RCTA to the maximum extent within its rights—or will procure for RCTA, in RCTA's name, to the maximum extent reasonably negotiable—any such licenses and permissions.

All rights and licenses granted under or pursuant to this Agreement are and will be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to “intellectual property,” as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that RCTA, as a licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code; however, nothing herein will be deemed to constitute a present exercise of such rights and elections.

2. **RCTA Data; Ownership.** “RCTA Data” means any data, records, logs, messages, schedules, routes, telematics, meter/utility data, charging-session data, charger status/fault codes, state-of-charge, dwell times, depot assignments, identifiers, metadata, reports, and other information (including all historical versions) that are (i) input into the CMS System by or on behalf of RCTA or its contractors, or (ii) generated, captured, calculated, or otherwise produced by the CMS System in connection with RCTA's operations or use of the system, in each case to the extent specific to RCTA's vehicles, chargers, facilities, or operations. RCTA exclusively owns all RCTA Data.

3. **CONTRACTOR's Use of RCTA Data.** CONTRACTOR may use RCTA Data solely to provide, maintain, secure, and support the Services to RCTA, and to improve the CMS System. CONTRACTOR may compile RCTA Data with other data to create aggregated and de-identified analyses, benchmarks, or statistics, provided such data cannot reasonably be used to identify RCTA, its facilities, routes, or riders and does not reveal agency-specific operational details. CONTRACTOR shall not (i) sell RCTA Data, (ii) use RCTA Data for advertising or marketing, or (iii) disclose RCTA Data to third parties unless otherwise explicitly agreed in writing with RCTA.

4. **RCTA Data Access and Formats.** Throughout the term of the Agreement, CONTRACTOR shall provide RCTA with: (i) real-time and historical access to RCTA Data via standard, documented APIs; (ii) unlimited self-service exports of RCTA Data in non-proprietary, machine-readable formats (e.g., CSV and JSON); and (iii) at least monthly bulk exports delivered automatically to an RCTA-designated secure endpoint. CONTRACTOR will not throttle, restrict, or charge additional fees for reasonable API or export access to RCTA Data. Upon expiration or termination of this Agreement for any reason, CONTRACTOR shall, at no additional charge, (i) provide a complete, verified export of all RCTA Data (including schemas, data dictionaries, and API documentation) in an agreed machine-readable format within 30 days, and (ii) delete all RCTA Data from CONTRACTOR systems (including backups within 90 days) after RCTA confirms receipt of the export, except to the extent retention is required by law.

5. **Patent and Copyright Warranties.** The CONTRACTOR represents and warrants that any use of the CMS System (or any portion of the CMS System) by RCTA (or its officers, directors, agents, employees, or transit users) will not infringe or violate

the patent, copyright, trade secret, or other intellectual property or proprietary rights of any third party.

The CONTRACTOR further represents and warrants that it has or will have all appropriate licenses, agreements, or ownership rights pertaining to all patent, copyright, trade secret, or other intellectual property or proprietary rights needed for the performance of its obligations under this Agreement—including without limitation that it will have all necessary rights to use patentable or copyrightable materials, equipment, devices, or processes not furnished by RCTA used on or incorporated in the work under this Agreement. The CONTRACTOR assumes all risks arising from the use of any such patented or copyrighted materials, equipment, devices, or processes.

In case any such software, materials, equipment, devices, processes, or other materials are held to constitute an infringement and their use enjoined, the CONTRACTOR, at CONTRACTOR's sole cost and expense will: (a) secure for RCTA the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license, or licenses, or (b) replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices, or processes, or (c) modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid for them without prejudice to any other rights of RCTA. If the amount of time necessary to proceed with one of these options is deemed excessive by RCTA, RCTA may direct the CONTRACTOR to select another option or risk default.

6. **Precedence.** In the event of any conflict between the provisions of this Section 8 and the provisions of any separate software license, escrow, or otherwise related agreement, Section 8 will take precedence.

C. **Cloud Software Provisions. Refer to Attachment A, appended hereto, for cloud software provisions.**

9. **CONFIDENTIALITY**

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

10. **USE OF SUBCONTRACTORS**

The CONTRACTOR must not subcontract any services to be performed by it under this Agreement without the prior written approval of RCTA. Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement. The CONTRACTOR will be solely responsible for reimbursing any subcontractors and RCTA will have no obligation to them.

11. CHANGES

RCTA may, at any time, modify the Scope of Services in Section 1. The CONTRACTOR shall accept such modifications when made in writing by RCTA and promptly execute an amendment or change order to this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services, an equitable adjustment may be made in the compensation, delivery schedule, contract term, or other terms, as mutually agreed by the Parties.

In the event that the CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RCTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, the CONTRACTOR will so advise RCTA immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to RCTA prior to the time that the CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Executive Director prior to implementation of such changes. Failure to provide written notice and receive RCTA approval for extra work prior to performing extra work may, at RCTA's sole discretion, result in non-payment of the invoices reflecting such work.

12. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR will indemnify, keep and save harmless RCTA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or wilful misconduct of the CONTRACTOR or its employees, subcontractors, subconsultants or agents; and

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

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RCTA or any of the other individuals enumerated above in any such action, the CONTRACTOR will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

13. INSURANCE

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

14. CONTRACTOR'S STATUS

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

15. ASSIGNMENT

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

16. CONTRACTOR REPRESENTATIONS

In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing software consulting services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

17. RCTA REPRESENTATIONS AND WARRANTIES

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

18. RCTA REPRESENTATIVE

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

19. CMS System WARRANTY

CONTRACTOR agrees to provide the following warranties related to the CMS System:

The CMS System will substantially conform to the specifications set forth in the applicable documentation provided with the software, materials, parts, components, or accessories, and be free from defects in material and workmanship for a period of five (5) years from the date of Final Acceptance of the CMS System.

CONTRACTOR will actively support the software furnished or provide suitable replacement software for not less than five (5) years from date of Final Acceptance of the CMS System. This includes, but is not limited to, CONTRACTOR providing all upgrades and new features to the software that the CONTRACTOR generally makes available to its licensees at no additional charge to RCTA.

20. WARRANTY OF SERVICES

The CONTRACTOR warrants that its professional services will be performed in accordance with the professional standards of practices of comparable software consulting, implementation, operations and maintenance firms at the time the services are rendered. In addition, the CONTRACTOR will provide such specific warranties as may be set forth in [REDACTED] as agreed upon by the Parties.

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

1. The right to have the CONTRACTOR re-perform such services at the CONTRACTOR's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if, within 30 days after written notice to the CONTRACTOR requiring such re-performance, the CONTRACTOR fails to give satisfactory evidence to RCTA that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default.

The CONTRACTOR will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

21. CLAIMS OR DISPUTES

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

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

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

If there is a dispute over any claim, the CONTRACTOR will continue to work during the dispute resolution process in a diligent and timely manner as directed by RCTA and

will be governed by all applicable provisions of the Agreement. The CONTRACTOR will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONTRACTOR claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

22. REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, RCTA reserves the right to implement administrative remedies which may include, but are not limited to, uptime credits, contract retentions, and termination of the Agreement in whole or in part.

23. TEMPORARY SUSPENSION OF WORK

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

If the suspension is due to the CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs will be at CONTRACTOR's expense.

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

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

24. TERMINATION

Termination for Convenience. RCTA may terminate this Agreement for convenience at any time by giving thirty days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RCTA terminates the Agreement for convenience, RCTA agrees to pay the CONTRACTOR, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from RCTA upon the effective date of termination, plus any costs reasonably necessary to effect the termination. The CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this

Agreement as of the date of termination are the property of RCTA upon the effective date of the termination for convenience. The CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or contractors as RCTA deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

F. Termination for Default. If the CONTRACTOR fails to perform any of the provisions of this Agreement, RCTA may find the CONTRACTOR to be in default. After delivery of a written notice of default, RCTA may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in RCTA's discretion, provide a plan to cure such breach which is acceptable to RCTA within 7 calendar days. If the CONTRACTOR cures the default within the cure period but subsequently defaults again, RCTA may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR's property, RCTA may terminate this Agreement immediately without a cure period.

Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. RCTA agrees to remit final payment to the CONTRACTOR in an amount to cover only those sums actually due and owing from RCTA for work performed in full accordance with the terms of the Agreement as of the effective date of termination. RCTA is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of RCTA upon the effective date of the termination for default.

G. The rights and remedies of RCTA provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

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

If, as a result of the audit, it is determined by RCTA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment,

the CONTRACTOR agrees to reimburse RCTA for those costs within sixty (60) days of written notification by RCTA.

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

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as RCTA deems appropriate.

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

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

The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants

as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

28. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY**

Note: Given the recent Interim Final Rule issued by the U.S. Department of Transportation and pending guidance from the California Department of Transportation, RCTA will pause inclusion of DBE goals in all federally assisted solicitations.

RCTA is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. To this end, RCTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the CONTRACTOR will cooperate in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of this Agreement, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subconsultants in the performance of this contract:

“The CONTRACTOR or subcontractor/subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor/subconsultant 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 RCTA deems appropriate.”

RCTA implements its DBE Policy in accordance with DOT regulations and no contract-specific DBE participation goal has been established for this Agreement. However, CONTRACTOR must cooperate with RCTA in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBEs participation do not exist.

29. **CONFLICT OF INTEREST**

General. Depending on the nature of the work performed, a CONTRACTOR of RCTA may be subject to the same conflict of interest prohibitions established by the California Department of Transportation and California law that govern RCTA's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, the CONTRACTOR and its employees may be required to disclose financial interests.

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

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

No person previously in the position of director, officer, employee or agent of RCTA during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before RCTA, or any officer or employee of RCTA, for a period of one (1) year after leaving office or employment with RCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

The CONTRACTOR's duties and services under this Agreement will not include preparing or assisting RCTA with any portion of RCTA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with RCTA. RCTA will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. The CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications is limited to conceptual, preliminary, or initial plans or specifications. The CONTRACTOR must cooperate with RCTA to ensure that all bidders or proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the CONTRACTOR pursuant to this Agreement.

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

The CONTRACTOR will not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement the CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONTRACTOR immediately will provide RCTA with written notice of the facts and

circumstances giving rise to this organizational conflict of interest. The CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

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

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

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

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

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

30. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

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

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

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

in this Agreement. If CONTRACTOR fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

31. ADDITIONAL REQUIREMENTS. NOT APPLICABLE

32. ATTORNEYS' FEES

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

33. WAIVER

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

34. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

35. NO THIRD PARTY BENEFICIARIES

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

36. APPLICABLE LAW

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

37. RIGHTS AND REMEDIES OF THE RCTA

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

38. BINDING ON SUCCESSORS

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

39. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and RCTA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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

REDWOOD COAST TRANSIT AUTHORITY:

CONTRACTOR: (See footnote below)*

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: Executive Director

Title: _____

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

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

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

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

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

Date: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Attorney for RCTA

ATTACHMENT A, CLOUD SOFTWARE PROVISIONS

1. SERVICE LEVEL AGREEMENT

The following additional requirements apply to the CMS System:

Application Availability. The CONTRACTOR must provide 99.99% application availability and maintain logs establishing uptime and downtime for the duration of the Agreement.

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events.

Service Credit Calculation: An Outage will be deemed to commence when the CMS System is unavailable to RCTA and end when the CONTRACTOR has restored availability of the services. Failure to meet the 99.99% Application Availability, other than for reasons due to an Excluded Event, will entitle RCTA to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to RCTA's monthly invoice for the affected month
<99.99% to 99.9%	10%
<99.9% to 99.75%	15%
<99.75% to 98.75%	25%
<98.75 to 97.75%	35%
<97.75%	50%

"Outage" means the accumulated time, measured in minutes, during which RCTA is unable to access the CMS System for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of RCTA, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by the CONTRACTOR or its subcontractors; (c) Force Majeure events, excluding acts resulting in a breach of Confidential Information; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the services in accordance with the terms of the Agreement; (f) the unavailability of required RCTA personnel, including as a result of failure to provide the CONTRACTOR with accurate, current contact information; or (g) using the CMS System in a manner inconsistent with the product documentation for such application.

"Maintenance Period" means scheduled maintenance periods mutually agreed upon by RCTA and CONTRACTOR to maintain and update the services, when necessary. During these Maintenance Periods, the services are available to the CONTRACTOR to perform periodic maintenance services, which include vital software updates. The CONTRACTOR will use its commercially reasonable efforts during the Maintenance Period to make the services available to RCTA; however, some changes will require downtime. The CONTRACTOR will provide notice for planned downtime via an email notice to the primary RCTA contact at least one day in advance of any known downtime so planning can be facilitated by RCTA.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“**Total Minutes Not Available (TM)**” means the total number of minutes during the calendar month that the services are unavailable as the result of an Outage.

2. TRANSITION

Upon the termination or expiration of this Agreement, the CONTRACTOR must cooperate fully with RCTA, and any successor contractor to provide to RCTA, and any successor contractor, electronic copies of all branding materials, logos, reports, designs, drawings, plans, specifications, schedules, information, payment history, payment records, and other materials prepared, or in the process of being prepared for the services to be performed by the CONTRACTOR (Work Product) to ensure a smooth transition to a new software solution or contractor. All RCTA information must be protected, kept secure, and transmitted securely at all times in accordance with the terms of this Agreement. All Work Product must be provided in a format that is usable by the successor contractor, such as latest version of Microsoft WORD and/or EXCEL.

If RCTA terminates the Agreement, the CONTRACTOR must begin preparing all Work Product to allow for a smooth transition to a successor contractor or to permit RCTA to operate a similar software solution in the future. Within 30 calendar days of RCTA's termination of the Agreement, the CONTRACTOR must transfer all other Work Product, including written reports, data, and other relevant information, to RCTA and the successor contractor. RCTA will withhold payment of CONTRACTOR's final invoice until the CONTRACTOR has ensured a smooth transition to the successor contractor or transmitted all required documents for RCTA's records, as determined by RCTA in its sole discretion.

Upon expiration of this Agreement, the CONTRACTOR must transfer all other Work Product, including written reports, data, and other relevant information, to RCTA and the successor contractor (if applicable). RCTA will withhold payment of CONTRACTOR's final invoice until the CONTRACTOR has ensured a smooth transition to the successor contractor or transmitted all required documents for RCTA's records, as determined by RCTA in its sole discretion.

Appendix D, Insurance Requirements

The insurance requirements specified in this section shall apply to Consultant/Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms, or corporations that Consultant/Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). Consultant/Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages below subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Consultant/Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant/Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Consultant/Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Consultant/Contractor's insurance be primary without any right of contribution from RCTA. Prior to beginning work under this Agreement, Consultant/Contractor shall provide RCTA with satisfactory evidence of compliance with the insurance requirements of this section.

A. Minimum Types and Scope of Insurance

1.) Workers' Compensation and Employers' Liability Insurance

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employers' Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2.) Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Consultant/Contractor's operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.

- Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Cross Liability or Severability of Interests Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3.) Business Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
- All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4.) Professional Liability Insurance

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to Redwood Coast Transit Authority and having minimum limits of liability of \$1 million per claim or occurrence and \$1 million annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

5.) Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement of the property described below:

- a. This insurance shall include coverage for, but not be limited to:

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

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

- Waiver of Subrogation

6.) Cyber Liability Insurance. [Include when Consultant is handling PII]

The Consultant/Contractor shall obtain Cyber Liability risk coverages including network and internet security liability coverage, privacy liability coverage, and media coverage with a limit of \$1,000,000. The policy shall provide coverage for all work performed by the Consultant/Contractor and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the Consultant/Contractor. No contract or agreement between the Consultant/Contractor and any subcontractor/consultant shall relieve the Consultant/Contractor of the responsibility for providing this Cyber Liability coverage for all work performed by the Consultant/Contractor and any subcontractor/consultant working on behalf of the Consultant/Contractor on the project.

B. ENDORSEMENTS

1.) Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds Consultant/Contractor and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2.) Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of Redwood Coast Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3.) Primary Insurance

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

4.) Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of Redwood Coast Transit Authority as an Additional Insured shall not in any way affect RCTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Consultant/Contractor. Said policy shall protect Consultant/Contractor and Redwood Coast Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

All Coverages

Prior to commencing work or entering onto the property, Consultant/Contractor shall provide RCTA's Executive Director or designee with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Consultant/Contractor's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to RTCA's Executive Director.

D. GENERAL PROVISIONS

1.) Notice of Cancellation

The policies shall provide that the Consultant/Contractor's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to RCTA's Executive Director.

2.) Acceptable Insurers

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

3.) Self-insurance

Upon evidence of financial capacity satisfactory to RCTA and Consultant/Contractor's agreement to waive subrogation against RCTA respecting any and all claims that may arise, Consultant/Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4.) Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Consultant/Contractor's personnel and equipment have been removed from RCTA property, and the work has been formally accepted. The failure to procure or maintain

required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5.) Claims Made Coverage

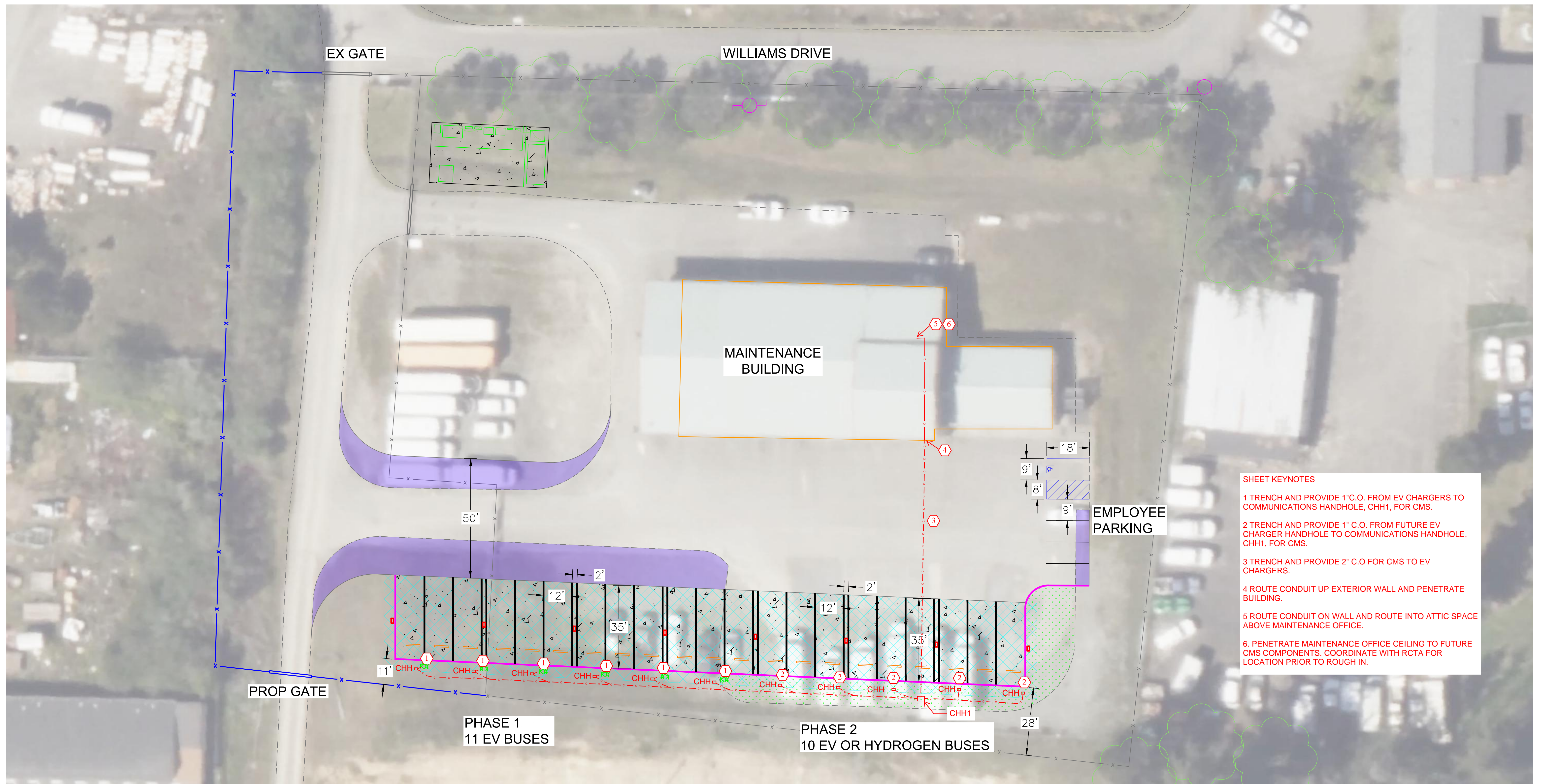
If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant/Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant/Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c. If insurance is terminated for any reason, Consultant/Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6.) Deductibles and Retentions

Consultant/Contractor shall be responsible for payment of any deductible or retention on Consultant/Contractor's policies without right of contribution from RCTA.

In the event that the policy of the Consultant/Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that RCTA seeks coverage under such policy as an additional insured, Consultant/Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant/Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant/Contractor or subcontractor is not a named defendant in the lawsuit.

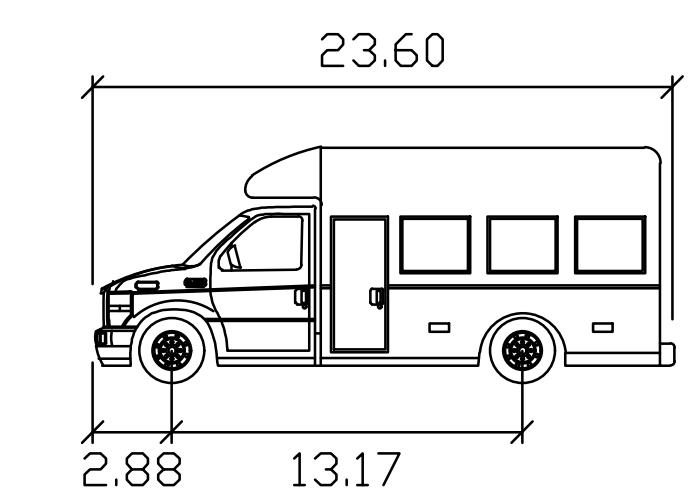


SHEET KEYNOTES

- 1 TRENCH AND PROVIDE 1" C.O. FROM EV CHARGERS TO COMMUNICATIONS HANDHOLE, CHH1, FOR CMS.
- 2 TRENCH AND PROVIDE 1" C.O. FROM FUTURE EV CHARGER HANDHOLE TO COMMUNICATIONS HANDHOLE, CHH1, FOR CMS.
- 3 TRENCH AND PROVIDE 2" C.O FOR CMS TO EV CHARGERS.
- 4 ROUTE CONDUIT UP EXTERIOR WALL AND PENETRATE BUILDING.
- 5 ROUTE CONDUIT ON WALL AND ROUTE INTO ATTIC SPACE ABOVE MAINTENANCE OFFICE.
6. PENETRATE MAINTENANCE OFFICE CEILING TO FUTURE CMS COMPONENTS. COORDINATE WITH RCTA FOR LOCATION PRIOR TO ROUGH IN.

LEGEND

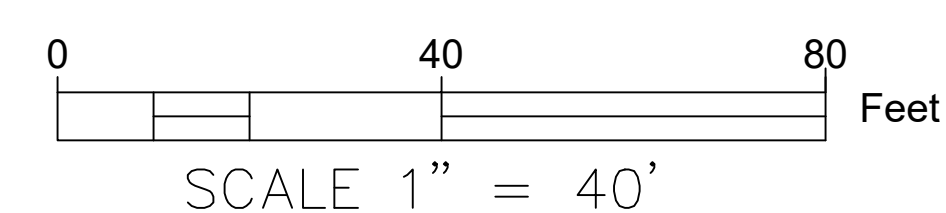
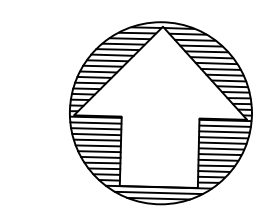
- EXISTING PAVEMENT
- x-x- EXISTING FENCE
- x-x- PROPOSED FENCE
- ▭ PROPOSED CONCRETE
- ▭ PROPOSED ASPHALT
- ▭ PROPOSED WHEELSTOP
- 🌱 PROPOSED CHARGER
- ▭ PROPOSED CURB LINE
- ▭ PROPOSED SOLAR ARRAY
- ▭ PROPOSED COLUMN



Endera B-Series

DESIGN VEHICLE

Width	: 8.08
Track	: 7.20
Lock to Lock Time	: 6.0
Steering Angle	: 32.4



WILLIAMS DRIVE ELECTRIC BUS CHARGING INFRASTRUCTURE

SITE LAYOUT - C

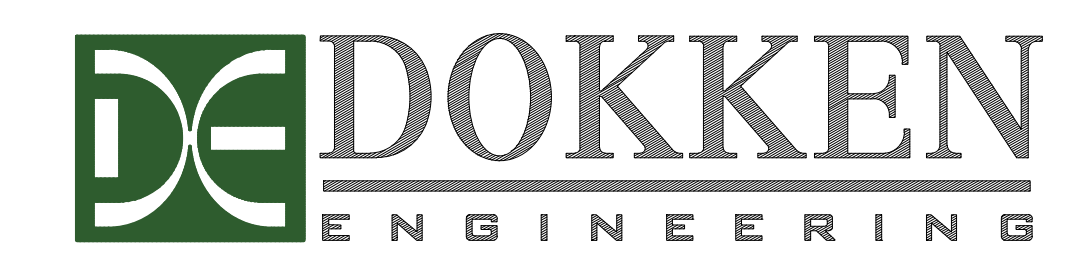


EXHIBIT 1: PROPOSAL COVER FORM

**PROPOSAL COVER FORM
for
Charge Management Software for Battery-Electric Bus Fleet
RFP # 2025-1**

Redwood Coast Transit Authority
c/o TMTP Consulting, LLC
900 Northcrest Drive, #134
Crescent City, CA 95531

A. GENERAL INFORMATION

DATE SUBMITTED: _____

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:

B. PROPOSAL CONTACT PERSON INFORMATION

NAME AND TITLE: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

EMAIL ADDRESS: _____

OFFICE PHONE NUMBER: _____

CELL PHONE NUMBER: _____

C. CONFIDENTIALITY

In accordance with **Section 4.M** of the RFP, the Proposer is submitting either (please select one):

unredacted copy of the Proposal;

unredacted copy of the Proposal, redacted copy of the Proposal that redacts the purportedly exempt information, and a separate "confidentiality index" including: the section and page number of the Proposal where the information is located; and an explanation of why the information is exempt from disclosure under the CPRA.

If Proposer is only submitting an unredacted copy of the Proposal, then by signing this Proposal Cover Form, Proposer:

- a) consents to the release of the unredacted version of the Proposal; and
- b) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.

If Proposer is submitting an unredacted copy of the Proposal, redacted copy of the Proposal, and a separate confidentiality index, then by signing this Proposal Cover Form, Proposer:

- a) consents to the release of the redacted version of the Proposal; and
- b) consents to the release of any portion of its Proposal not included in the confidentiality index; and
- c) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.

Proposer further agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal. If Proposer fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

D. CONDITIONS:

1. The Request for Proposals, required Forms, and Addenda, if any, are made a part of this proposal.
2. The undersigned acknowledges receipt of the following Addenda (e.g.1, 2, 3, 4, etc.), if any:

3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for 60 days from the date of proposal submittal.
4. The undersigned is prepared to sign the Sample Agreement for Services without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal. Exceptions, or modifications, if any, should be clearly identified and submitted on Exhibit 3.

SIGNED:

The undersigned certify that I/we submit this proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents. *

Signature

Signature

Printed Name

Printed Name

Title

Title***Note:**

If a sole owner, it shall be signed by the owner of the company.

If a corporation, it shall be signed by a Corporate Officer who has full and proper authorization to bind the corporation to the proposal.

If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the proposal.

If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided.

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

EXHIBIT 2: PRICE PROPOSAL FORM

**Exhibit 2
Price Proposal Form**

Proposed Cost, Hardware & Implementation

Description	Unit/Quantity	Unit Cost	Cost
Hardware Components			
<i>[Hardware Component #1]</i>	# _____	\$ _____	\$ _____
<i>[Hardware Component #2]</i>	# _____	\$ _____	\$ _____
<i>[Hardware Component #3]</i>	# _____	\$ _____	\$ _____
Subtotal, Hardware Components			\$ _____
One-time Implementation Fees			
<i>[Implementation Component #1]</i>	# _____	\$ _____	\$ _____
<i>[Implementation Component #2]</i>	# _____	\$ _____	\$ _____
<i>[Implementation Component #2]</i>	# _____	\$ _____	\$ _____
Subtotal, One-time Implementation Fees			\$ _____
Other One-time Support			
Labor Costs (blended rate)	# _____	\$ _____	\$ _____
<i>Other (specify)</i>	# _____	\$ _____	\$ _____
Subtotal, One-time Support			\$ _____
Total, Hardware & Implementation			\$ _____

Proposed Cost, CMS System Subscription

Description	Unit/Quantity	Unit Cost	Cost
Year 1: CMS System Subscription			

CMS System Subscription	# _____	\$ _____	\$ _____
<i>Other (specify)</i>	# _____	\$ _____	\$ _____
Subtotal, Year 1 CMS System Subscription			\$ _____
Year 2: CMS System Subscription			
CMS System Subscription	# _____	\$ _____	\$ _____
<i>Other (specify)</i>	# _____	\$ _____	\$ _____
Subtotal, Year 2 CMS System Subscription			\$ _____
Year 3: CMS System Subscription			
CMS System Subscription	# _____	\$ _____	\$ _____
<i>Other (specify)</i>	# _____	\$ _____	\$ _____
Subtotal, Year 3 CMS System Subscription			\$ _____
Total, CMS System Subscription (Y1-3)			\$ _____

Proposed Cost, Optional Components

Description	Unit/Quantity	Unit Cost	Cost
OPTIONAL Hardware & Implementation			
<i>[OPTIONAL one-time hardware or implementation component]</i>	# _____	\$ _____	\$ _____
<i>[OPTIONAL one-time hardware or implementation component]</i>	# _____	\$ _____	\$ _____
Subtotal, OPTIONAL Hardware & Implementation			\$ _____
OPTIONAL CMS System On-going			
<i>[OPTIONAL on-going CMS system component]</i>	# _____	\$ _____	\$ _____
<i>[OPTIONAL on-going CMS system component]</i>	# _____	\$ _____	\$ _____

Subtotal, OPTIONAL CMS System On-going			\$ _____
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Price Proposal Narrative (OPTIONAL):

We, the undersigned, propose to provide Redwood Coast Transit Authority with Charge Management Software Services in accordance with the Request for Proposals and Scope of Work.

Authorized Signature: _____

Printed Name: _____

Title: _____

Email: _____

Date Signed: _____

EXHIBIT 3: EXCEPTION FORM

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP, including the Sample Agreement for Services, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer.

COMPANY NAME: _____

EXCEPTIONS: NO; YES.

If YES, list below all exceptions to the solicitation documents and requirements, including exceptions to the Sample Agreement for Services and Insurance Requirements. Number each exception and attach additional copied pages of this form as necessary.

#	Document (i.e. RFP, Sample Agreement)	Section of Document	Exception/Issue/Suggested Revisions to Language
1			
2			
3			
4			
5			

EXHIBIT 4: REFERENCE FORM

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime contractor or as a subcontractor during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **maximum of three (3) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE REDWOOD COAST TRANSIT AUTHORITY AS A REFERENCE.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

_____	_____
Company	Project Description
_____	_____
Address	Project / Contract Value
_____	_____
City, State, Zip	Award Date / End Date
_____	()
Contact Name	Telephone
_____	_____
Contact Title	Email

Scope and Status of Contract: _____

Other: _____

_____	()
Name	Telephone Number
_____	_____
Title	Email Address

Note: Please complete this form for each reference provided

EXHIBIT 5: CALIFORNIA LEVINE ACT

California Government Code Section 84308 (commonly referred to as the “Levine Act”) prohibits any RCTA Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract for 12 months before or after the date a final decision concerning the contract has been made. The Levine Act also requires a member of RCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the link below to review the names of Board members prior to answering the below questions:

RCTA Board Members: <https://redwoodcoasttransit.org/about-rcta/board-of-directors/>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any RCTA Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

YES NO. If yes, please identify the Board Member(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any RCTA Board Member in the 12 months following any Board action related to this contract?

YES NO. If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude RCTA from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

EXHIBIT 6: DESIGNATION OF SUBCONTRACTORS

Proposer's Name: _____ Is your firm a Disadvantaged Business Enterprise: Yes _____ No _____

Address: _____ Firm's Annual Gross Receipts: _____ Age of Firm: _____

Phone: _____ () _____

Instructions: Proposer **MUST** provide information below for **ALL** subcontractors/subconsultants/suppliers ("sub-bidders") that provided proposer a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no sub-bids.

Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Contact Person	DBE (Yes/No)	Please indicate system name, description of Work, Services, or Supplies.	Dollar Amount or Percentage of Work, Services, or Supplies	Bid/Quote Accepted? (Yes/No)
1				
2				
3				

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

By submitting a proposal, the Contractor certifies that it will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with RCTA. The Contractor certifies that any DBE listed whose quote was accepted will be performing a commercially useful function on the contract.