AGENDA ITEM 06c

Sonoma-Marin Area Rail Transit
5401 Old Redwood Hwy, Suite 200
Petaluma, CA 94954

P: 707-794-3330
F: 707-794-3037
W: www.SonomaMarinTrain.org

BOARD OF DIRECTORS

Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge, Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Kevin Jacobs
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge, Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

GENERAL MANAGER
Eddy Cumins

November 18, 2026

Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Authorize the General Manager to Award Contract No. IT-PS-26-005 to Consultadd Inc. to perform Microsoft 365 Managed Services.

Dear Board Members:

RECOMMENDATIONS: Authorize the General Manager to Award Contract No. IT-PS-26-005 to Consultadd Inc. to perform Microsoft 365 Managed Services with a not-to-exceed amount of $246,000 for the initial three-year term and $172,123.52 for the two (2) one-year optional terms thereafter at SMART's discretion.

SUMMARY:
The Microsoft 365 software suite includes user facing systems such as SharePoint, OneDrive, Teams, and many other Microsoft applications such as Word, Excel, PowerPoint, and Outlook. Other systems in this suite include SMART's device management, backup, and security systems. These programs are part of SMART's critical business infrastructure providing a shared collaboration workplace, document management, file storage, and process control. Microsoft 365 provides staff with the office software necessary to conduct daily business. Maintaining and ensuring these software applications are functioning properly is critical to SMART's daily operations.

SMART contracts with a third-party consultant to perform monthly managed maintenance services and to provide on-call technical support to ensure these software applications are updated, secure, and always available to SMART staff. SMART's existing third-party contract expires December 31, 2026. In anticipation of the contract expiration, SMART issued a Request for Proposal to procure the next five-year contract under Solicitation No. IT-PS-26-005.

SMART issued the Request for Proposals on August 26, 2026. This solicitation was widely advertised, and a Pre-Proposal Conference was held on September 2, 2026. SMART received a total of 17 responsive proposals. The responsive proposals were received from the following firms:

Amick Brown LLC	Consultadd Inc.	Query Minds LLC
AYPUMPIN LLC	Cornerstone Technologies	TENGER WAYS LLC
BuzzClan, LLC	CU Technology	Triden Group Corporation
Cloud Destinations Inc	CYBERGARDE	TrnDigital
Cloud Recipe	Global Solutions Group, Inc	Vitosha Inc
Communication Square LLC	Golden Five LLC	

SMART's evaluation committee reviewed each responsive proposal using the evaluation criteria identified in the Request for Proposal. The evaluation criteria included: Service Approach, Demonstrated History of Performing Similar Work, Key Personnel Qualifications, and Pricing. After a detailed review and scoring of all 17 proposals, a competitive range was established for the top three scored proposals (Consultadd Inc., Global Solution Group, Inc., and Golden Five LLC). Interviews were conducted with these top scoring firms. Following interviews, SMART requested Best and Final Offers (BAFOs) to the three top scoring proposers.

After all interviews were completed, and the BAFOs were received, the Evaluation Committee made final scoring adjustments based on all information received. The Evaluation Committee made the determination that Consultadd, Inc. had the highest scoring proposal and provides the best value overall to SMART. The Evaluation Committee is recommending Consultadd, Inc. for the award.

Staff recommends authorizing the General Manager to Award Contract No. IT-PS-26-005 to Consultadd, Inc. to perform Microsoft Office 365 Managed Services with a not-to exceed amount of $246,000 for the initial three-year term and $172,123.52 for the two (2) one-year optional terms thereafter at which will be optioned in at SMART's discretion.

FISCAL IMPACT: Funding is included in the approved Fiscal Year 2026-27 budget and assumed in subsequent years.

Respectfully,

/s/
Bryan Crowley
Information Systems Manager

Attachment: 1.) Agreement No. IT-PS-26-005

AGREEMENT FOR CONSULTANT SERVICES

This agreement ("Agreement"), dated as of November 18, 2026 ("Effective Date") is by and between the Sonoma-Marin Area Rail Transit District (hereinafter "SMART"), and Consultadd, Inc. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is duly qualified and experienced in the areas of Microsoft 365 managed services and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant for Microsoft 365 managed services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

Section 2.01 The following exhibits are attached hereto and incorporated herein:

(a) Exhibit A: Scope of Work & Timeline

(b) Exhibit B: Schedule of Rates

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART's Information Systems Manager or designee (hereinafter "SMART Manager") will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 Scope of Work. Consultant shall perform services within the

timeframe outlined in **Exhibit A** (cumulatively referred to as the "Scope of Work").

Section 4.02 Cooperation With SMART. Consultant shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If SMART determines that any of Consultant's work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

Section 4.04 Assigned Personnel.

(a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.

(b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART.

(c) In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

(d) Consultant shall assign the following key personnel for the term of this Agreement: Bharat Bate, Sarah Karandy, Kushal Ojha.

ARTICLE 5. PAYMENT.

For all services required hereunder, Consultant shall be paid in accordance with the following terms:

Section 5.01 Consultant shall invoice SMART on a monthly basis, detailing the tasks performed pursuant to the Scope of Work requested by the SMART

Manager and the hours worked. SMART shall pay Consultant within 30 days after submission of the invoices. If invoices require correction, the 30-day payment period shall restart upon submission of the revised invoice.

Section 5.02 Consultant shall be paid in accordance with the rates established in **Exhibit B;** provided, however, that total payments to Consultant shall not exceed $246,000.00 without written amendment to this Agreement. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed and corresponding Task Order numbers; (ii) the fixed fee or the time in quarter hours and the hourly rate or rates of the persons performing the task(s) as required by Exhibit B; and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B.** SMART does not reimburse Consultant for travel time.

Section 5.03 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Consultant that are determined by subsequential audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.04 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Consultant after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2029, with two (1) one-year options to extend at SMART's sole discretion, unless terminated earlier in accordance with the provisions of **Article 7** below.

ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Consultant, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Consultant.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, the General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

ARTICLE 8. INDEMNIFICATION

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any

limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE 9. INSURANCE.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

Section 9.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, and $2,000,000 aggregate.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Section 9.04 Professional Liability Insurance. Technology Professional Liability Errors and Omissions Insurance appropriate to the work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

a. The Policy shall include or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of SMART in the care, custody, or control of Consultant. If not covered under the Consultant's liability policy, such "property" coverage of SMART may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of

electronic data and/or information “property” of SMART that will be in the care, custody, or control of Consultant.

c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to Consultant; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to SMART. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of Consultant under this agreement.

Section 9.05 Endorsements. Prior to commencing work, Consultant shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

(a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).

(b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Consultant is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.

(c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Consultant. Said policy shall protect Consultant and the Insureds 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.

(d) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.

(e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 9.06 Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible of retention provision limiting payment to the name insured is not acceptable.

Section 9.07 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Consultant shall:

(a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;

(b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

(c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Consultant shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 9.08 Documentation. The following documentation shall be submitted to SMART:

(a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART's request, Consultant shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.

(b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.

(c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Section 9.09 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 9.11 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 10. PROSECUTION OF WORK.

When work is requested of Consultant by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

ARTICLE 11. EXTRA OR CHANGED WORK.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any

and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

ARTICLE 12. REPRESENTATIONS OF CONSULTANT.

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any

manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.06 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.07 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such

documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 13. DEMAND FOR ASSURANCE.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART's right to terminate this Agreement pursuant to **Article 7**.

ARTICLE 14. ASSIGNMENT AND DELEGATION.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be addressed as follows:

If to SMART Manager:

Sonoma-Marin Area Rail Transit District
Attn: Bryan Crowley
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
bcrowley@sonomamarintrain.org

(717) 830-6160 (cell)
(707) 794-3083 (office)

If to SMART Billing:

Sonoma-Marin Area Rail Transit District
Attn: Accounts Payable
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org
707-794-3330

If to Consultant:

Consultadd, Inc.
Attn: Madhav Mitruka,
Senior Legal Associate
525 Washington Blvd., 3rd Floor
Jersey City, NJ 07310
legal@consultaddpublicservices.com
551-239-8612

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

ARTICLE 16. MISCELLANEOUS PROVISIONS.

Section 16.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The recycle logo or "chasing arrows" cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the recycling logo be printed on the project.

Section 16.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.03 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.04 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.05 Licensing Laws. The consultant and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Contractor Licenses in the State of California. The Contractor shall provide such subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 16.06 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.07 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties do not intend by this Agreement to create a partnership, joint venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.08 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.09 Use of SMART Name and Logo Restrictions. Consultant is

prohibited from using SMART's name and logo unless expressly authorized herein or by written authorization from SMART's legal counsel.

Section 16.10 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.11 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.12 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.13 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: CONSULTADD, INC.

By: _____
Darshan Tiwari, CEO

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SMART:

By: _____
Ken Hendricks, Procurement and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A
SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marin Area Rail Transit District (SMART) is contracting with Consultadd, Inc. ("Consultant") to provide Microsoft Office 365 managed services.

A. Objectives:

1. Orderly onboarding of the managed services function from the existing Consultant with no interruption to SMART's operations that require Microsoft Office 365.
2. Maintain a good operating state of SMART's Microsoft systems through the provision of monthly managed services.
3. Perform additional on call services related to SMART's Microsoft systems as they arise.

B. Sensitive Security Information

Sensitive Security Information ("SSI") may be disclosed during the performance of work under this Agreement. The Consultant shall be required to sign SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work being performed under this Agreement.

C. Use of Artificial Intelligence (AI)

No AI tool shall be used on SMART data or systems without prior written approval from the SMART Manager. Built-in AI features in Consultant's service platform shall be disabled for SMART records.

II. Contract Management

All work shall be initiated, scheduled, and reviewed by SMART's Information Systems Manager or designee (hereinafter "SMART Manager").

Work will be initiated through the issuance of written task orders that will require both the SMART Manager and the Consultant's authorized signer to sign. The expectation is that Task Orders be signed within two business days of issuance or as soon as possible for work requiring critical issue response.

III. Scope of Work

1. Onboarding of Managed Services to Consultant.

A. Consultant shall perform a structured transition and knowledge transfer to ensure continuity of services with no disruption to SMART operations. Work will include the following:

   a. Develop a written transition plan within ten (10) business days of Task Order issuance which identifies all services, systems, dependencies, and stakeholders involved in the transition.

   b. Establish a transition timeline, milestones, and risk mitigation strategies.

   c. Coordinate transition activities with SMART staff and the current Consultant.

   d. Conduct structured knowledge transfer sessions with the current Consultant and SMART covering:

      i. Microsoft 365 environment, endpoint management, security controls and monitoring, backup and recovery systems and procedures.

      ii. Document all knowledge transfer sessions and validate completeness with the SMART Manager.

   e. Collect and review all existing documentation.

   f. Identify gaps, outdated information, or inconsistencies.

   g. Update and standardize documentation for ongoing operations.

   h. Coordinate secure transfer of all access credentials, including:
      i. Microsoft 365 tenant access (global admin, security roles, etc.)
      ii. Intune and endpoint management access.
      iii. Backup and recovery systems.
      iv. Validate access functionality and ensure least privilege principles are applied.

B. Timeline for Onboarding

Name	Description	Due Date
Transition plan	Detailed plan outlining the process needed to transfer service to Consultant	Task Order Execution + 10 Days

Knowledge Transfer Document	Confirmation that Consultant has received all required information needed to complete transition of service	SMART acceptance of Transition Plan + 20 Days
Transition Completion Report	Documentation that services have been 100% transferred to the care of Consultant.	Task Order Execution + 30 Days

2. Monthly Managed Services

A. Effective January 1, 2027, Consultant shall provide monthly managed services for SMART's Office 365 software identified in Table 1 below.

Table 1. List of SMART Owned Microsoft Systems

Category	**System**
Identity and Access	Microsoft Entra ID
Messaging	Exchange Online
Collaboration	SharePoint
Collaboration	OneDrive
Collaboration	Teams
Endpoint Management	Microsoft Intune
Backup/Recovery	System Center 2012 Data Protection Manager
Backup/Recovery	Veeam Backup
Backup/Recovery	Azure Blob Storage
Backup/Recovery	Azure Cloud Compute
Security	Microsoft Defender for Endpoint
Security	Microsoft Defender for Endpoint Server
Security	Microsoft Defender for Office 365
Office	Microsoft 365 E3
Office	Microsoft 365 E1
Office	Microsoft Universal Print

The scope of work for managed services will include the following:

A. Consultant shall perform monitoring, management, and support for the SMART **Entra ID** system. These tasks shall include, but are not limited, to the following:

   i. Daily monitoring of Entra ID status.
   ii. Troubleshooting assistance with DNS issues.
   iii. Weekly monitoring of Entra ID audit logs and alerts.
   iv. Consultant shall provide the SMART Manager with a weekly report via email on the tasks listed above.
   v. Twice per year, Consultant shall review the security configuration of SMART's Entra ID system against best practices and recommend any needed improvement.

B. Consultant shall perform monitoring, management, and support for the SMART **Exchange Online** email system hosted through Microsoft 365. These tasks shall include but are not limited to the following:

   i. Daily performance metrics of Exchange Server Online.
   ii. Daily monitoring of mail transport and tracking failure report.
   iii. Daily spam transaction monitoring.
   iv. Consultant shall provide the SMART Manager with a weekly report via email on the daily tasks listed above.
   v. Shared mailbox and user mailbox growth monitoring and analysis.
   vi. Consultant shall provide analysis and proactive troubleshooting based on Microsoft 365 Exchange email security reports.
   vii. Consultant shall provide message tracing as part of support and troubleshooting of email flow issues. Message tracing is completed through the Microsoft 365 Defender Admin Center.
   viii. Twice per year, Consultant shall review the security configuration of SMART's Exchange Online system against best practices and recommend any needed improvements.

C. Consultant shall perform monitoring, management, and support for the SMART Microsoft **Intune** system. Microsoft Intune is also commonly referred to as "Microsoft Endpoint Manager". These

tasks shall include, but are not limited, to the following:

i. Obtain Intune and Apple certificate renewal (certificate will be provided by SMART).
ii. Obtain Intune and Android certificate renewal (certificate will be provided by SMART).
iii. Create and manage Intune configuration profiles.
iv. Troubleshoot any existing Intune configuration issue.
v. Daily check and report compliance failures.

D. Consultant will perform daily monitoring of site health and usage of **SharePoint, OneDrive and Teams ("Collaboration Platforms")** and resolve any discovered issues in accordance with the Response Times for Issue Resolution.

i. Consultant shall provide a weekly report via email to the SMART Manager to include the results of diagnostic logging configuration, monitoring, and support alongside issues discovered and status of issue resolution.

ii. Consultant shall monitor and analyze the Collaboration Platforms storage usage and report when storage will reach full capacity. Consultant shall recommend the best allocation strategy to ensure that SharePoint Online space does not fill up too quickly.

a. Consultant shall advise SMART on the configuration of Collaboration Platforms Admin Centers and create rules for logging of failures.

b. Consultant will configure custom views per SMART'S requirements. Custom views will be reviewed and approved by the SMART Manager prior to deployment.

E. The SMART Manager may request additional reports, which may include, but are not limited to, the following:

i. Administrative Reports, e.g., search reports.
ii. Information Management Policy usage reports.
iii. SharePoint system and service health reports.
iv. Web Analytics reports that include website traffic.
v. SharePoint Search Query Reports.
vi. Custom Reports.

The details of each report will be determined at the time of SMART's request for the report. All reports will be reviewed and approved by the SMART Manager prior to deployment. Reports

shall be submitted in PDF format via email to the SMART Manager. All reports shall be provided to the SMART Manager within two weeks of SMART's request.

F. Twice per year, Consultant shall review the security configuration of SMART's Collaboration Platforms against best practices and recommend any needed improvements.

G. Upon the request of the SMART Manager, Consultant shall provide an annual review and assessment of **SMART's Microsoft 365 license structure** as compared to SMART's user base and actual usage. From this analysis, Consultant shall provide the following information to SMART in a report:

   i. Determine if there is a more advantageous license structure that SMART could be using to effect possible cost savings.
   ii. Given SMART's current license set, determine if there are existing features within Microsoft 365 that SMART should be using or taking advantage of.
   iii. Consultant shall make every effort to assist SMART in maximizing the value of its investment in Microsoft 365 licensing.

H. Consultant shall perform monitoring, management, and support for the **SMART data backup systems** including System Center 2012 Data Protection Manager, and Veeam Backup. These tasks shall include but are not limited to the following:

   i. Daily monitoring of backup activities.
   ii. Backup integrity testing.
   iii. Resolution of any backup issues discovered during daily monitoring or integrity testing.
   iv. Management of scheduled data backup activities.
   v. Provide comprehensive information about alerts and job statuses.
   vi. Weekly review of backup disc space, cloud storage, and overall storage health.

I. Upon the request of the SMART Manager, Consultant shall provide an annual review and assessment of SMART's Microsoft 365 license structure as compared to SMART's user base and actual usage. From this analysis, Consultant shall provide the following information to SMART in a report:

   i. Determine if SMART has the proper license configuration for the needs of the agency.

ii. Determine if there is a more advantageous license structure that could provide SMART with possible cost savings.
iii. Given SMART's current license set, determine if there are existing features within Microsoft 365 that SMART should be using or taking advantage of.
iv. Consultant shall make every effort to assist SMART in maximizing the value of its investment in Microsoft 365 licensing.

J. Response Times for Issue Resolution

i. Consultant shall monitor for issues 24 hours per day, 7 days per week.
ii. If an issue is discovered and can be resolved within 30 minutes, Consultant shall resolve the issue and report the issue and its resolution on the Weekly Report. Consultant is not required to contact the SMART Manager at the time of discovery.
iii. If an issue is discovered and remains unresolved for more than 30 minutes, Consultant shall immediately report the issue via email to SMART Manager. Consultant will cooperate with the SMART Manager to resolve the issue in a timely manner
iv. Issues may be discovered by either the Consultant's daily monitoring or by notification of the Consultant by the SMART Manager.
v. In cases where the SMART Manager notifies the Consultant of an issue, the Consultant shall acknowledge the notification within 1 hour of SMART contacting Consultant.
vi. Responses may be remote or in person as needed. Routine issues shall be resolved in 1 week. Urgent issues shall be resolved in two days. Critical issues shall be resolved in 4 hours.

Issue severity is defined as follows:

ROUTINE – low to medium visibility, minimal client devices affected, few functions impaired, preventative maintenance, minimal loss of functionality.

URGENT – moderate visibility, moderate to large numbers of users or devices affected, limited use of service, serious

slow response times, continual and/or repetitive failures, serious loss of functionality.

CRITICAL – high visibility, problem cannot be bypassed, major loss of functionality, large number of users or devices affected, no viable or productive work around available, affects online commitment.

K. Deliverables for Monthly Managed Services

Deliverable Name	**Due Date**
Identity and Access weekly report	Once per week at weekly meeting covering previous week.
Identity and Access Security Review report	Twice per year, with a minimum of 4 months between reports
Messaging Report	Once per week at weekly meeting covering previous week.
Messaging Security Review	Twice per year, with a minimum of 4 months between reports
Collaboration Platform weekly Report	Once per week at weekly meeting covering previous week.
Requested Collaboration platform Reports	Upon SMART Request
Collaboration platform Security review Report	Twice per year, with a minimum of 4 months between reports
Endpoint Management Weekly Summary Report	Once per week at weekly meeting covering previous week.
Backup/Recovery Weekly report	Once per week at weekly meeting covering previous week.
System Usage Assessment report	Upon SMART Request

3. On Call Support

A. Effective January 1, 2027, Consultant may be requested to perform additional services above those listed elsewhere in this scope of work.

The SMART Manager shall contact Consultant and provide a written request for services. This request will include a detailed scope of work and timeline for completion. Based on the scope and timeline, Consultant will produce a cost estimate for the work to be completed.

Consultant shall submit the cost estimate to the SMART Manager within 5 business days of SMART's request for services. The cost estimate must be written in accordance with the time and materials rates established in Exhibit B.

The SMART Manager shall review the pricing and decide whether to proceed as written, cancel, or modify the scope requirements. Any scope modifications will require the Consultant to produce revised pricing for review.

If SMART decides to proceed with the work, the SMART Manager will issue a written task order detailing the scope of work, timeline for completion, and the agreed not-to-exceed amount. The following services may be requested under this section:

i. Develop custom SharePoint solutions for SMART as business needs arise.
ii. Upgrade or reprogram to add new capabilities or functionality to supported products.
iii. Any additional work mutually agreed upon between SMART and Consultant.

IV. Acceptance Criteria

The SMART Manager shall review all work performed under this Agreement. Upon successful completion and acceptance of work, the SMART Manager shall provide written acceptance of the work and recommend submission of the invoice for review. If defective work is identified, Consultant shall replace defective work at no additional cost to SMART. Upon successful completion and acceptance of work, the SMART Manager shall provide written acceptance of the work and recommend submission of the invoice for review.

EXHIBIT B
SCHEDULE OF RATES

1. Onboarding and Transition

Description	Period	Fixed Fee
Onboarding and Transition of Managed Services	12/1/ 2026 – 12/31/2026	$5,999.00 (one-time fee)

2. Monthly Managed Services

Description	Period	Fixed Fee
Monthly Managed Services	1/1/2027 – 12/31/2029	$5,699.00 (monthly fee)

Rates shall be fixed for the initial three-year term of the Agreement. Upon completion of the initial three-year term, and prior to the commencement of each optional term of this Agreement, Consultant may, upon 60 days written notice to SMART, request an increase in the fee equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of October for the most recent year. The maximum increase shall be 5%. If Consultant does not submit a request at least 60 days before the start of the succeeding Agreement year, Consultant waives any CPI increase for the optional term.

THIS SPACE INTENTIONALLY BLANK

3. On Call Support

Classification	Role	Hourly Rate
Project Manager	Planning and coordinating multi-week Task Orders	$90.00
Service Delivery Manager	Additional reporting, reviews, or coordination beyond the monthly scope	$95.00
Microsoft 365 Solutions Architect	Tenant-wide design changes and new service rollouts	$125.00
Security and Compliance Architect	Remediation from security reviews; incident response support	$125.00
Azure Cloud Architect	Azure design, migration, and storage tiering projects	$125.00
SharePoint Architect	Custom SharePoint solutions and information architecture	$125.00
SharePoint and Power Platform Developer	Building SharePoint solutions, forms, and Power Platform assistance	$95.00
Identity and Access Engineer (Entra ID)	Conditional Access redesign and identity projects	$95.00
Messaging Engineer (Exchange Online)	Mail flow, email security, and migration projects	$95.00
Endpoint Management Engineer (Intune)	Policy redesign, app packaging, certificate and token assistance	$95.00
Teams and Collaboration Engineer	Teams governance and collaboration projects	$85.00
Backup and Recovery Engineer (Veeam, DPM)	Data Protection Manager retirement and backup redesign	$85.00
Azure Cloud Engineer	Azure infrastructure changes and optimization	$105.00
Systems Administrator (Windows Server)	Server work on SMART's on-premises systems	$60.00
Microsoft 365 Administrator	Bulk administrative changes SMART chooses to delegate	$60.00
Technical Writer	Runbooks, user guides, and project documentation	$60.00
Onsite Field Technician (8 hour minimum)	Onsite work at SMART sites beyond included Critical incidents	$120.00

Work requested outside business hours (8:00 a.m. to 5:00 p.m. (Pacific), Monday through Friday) under an On Call Task Order is billed at 1.25 times the rates above. This premium never applies to after-hours support included in the Monthly Fixed Fee.

Rates shall be fixed for the initial three-year term of the Agreement. Upon completion of the initial three-year term, and prior to the commencement of each optional term of this Agreement, Consultant may, upon 60 days written notice to SMART, request an increase in the hourly rate equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of October for the most recent year. The maximum increase shall be 5%. If Consultant does not submit a request at least 60 days before the start of the succeeding Agreement year, Consultant waives any CPI increase for the optional term.