



## ***Santa Cruz County Regional Transportation Commission***

**—NOTICE—**

### **Request for Proposals (RFP) 2611 for Professional Services**

### **Marketing Services for GO Santa Cruz County**

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The Santa Cruz County Regional Transportation Commission (RTC) invites qualified consultants to submit a proposal to support the GO Santa Cruz County transportation demand management (TDM) program through strategy, messaging, and branding, development of outreach materials, social media management, community and media relations, speaking opportunities, strategic counsel, and digital marketing. These services will increase awareness of the overall TDM program, generate interest in program elements, and drive participation of countywide residents, employers, and employees using the GO Santa Cruz County platform.

**Issue Date: Wednesday, March 25, 2026**

**Closing Date: Monday, April 20, 2026, at 12:00 PM**

Interested parties must submit one (1) electronic PDF version of the proposal including one (1) cost proposal, setting forth a proposed fee schedule by the closing date.

Proposals relating to this RFP shall be submitted to:

**Santa Cruz County Regional Transportation Commission**

**Subject: RFP2611**

**Attention: Amanda Marino**

**1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060**

**Electronic: [amarino@sccrtc.org](mailto:amarino@sccrtc.org)**

**Phone: 831-460-3200**



*This notice, along with its enclosures, comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP. Email inquiries relating to this RFP should include "RFP2611 Go Santa Cruz County Marketing Services" in the subject header. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and addenda will be available at: <http://www.sccrtc.org/about/opportunities/rfp/>.*





**Santa Cruz County Regional Transportation Commission  
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060**

**DATE:** March 25, 2026  
**TO:** Interested Consultants  
**FROM:** Amanda Marino, Transportation Planner  
**SUBJECT:** Request for Proposals (RFP) 2611 for Marketing Services for GO Santa Cruz County

**INVITATION**

The Santa Cruz County Regional Transportation Commission (SCCRTC) invites qualified consultants to submit a proposal to support the GO Santa Cruz County transportation demand management (TDM) program through strategy, messaging, and branding, development of outreach materials, social media management, community and media relations, speaking opportunities, strategic counsel, and digital marketing. These services will increase awareness of the overall TDM program, generate interest in program elements, and drive participation of countywide residents, employers, and employees using the GO Santa Cruz County platform.

**REQUEST FOR PROPOSALS**

The RFP is available on the RTC website: [www.sccrtc.org/about/opportunities/rfp/](http://www.sccrtc.org/about/opportunities/rfp/) and at the RTC office.

**RESPONSE DUE DATE**

Proposals are due in SCCRTC office by **12:00 PM on April 20, 2026**. Any proposals received after the date and time specified above will not be considered. RFP Responses shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal.

**PROCUREMENT SCHEDULE**

<b>Wed. March 25, 2026</b>	RFP available
<b>Wed. April 8, 2026 2:00 PM</b>	Pre-proposal meeting
	Zoom Link:



	<a href="https://us02web.zoom.us/j/85706195296">https://us02web.zoom.us/j/85706195296</a>
<b>Fri. April 10, 2026 12:00 PM</b>	Requests for Clarification or Questions Due
<b>Mon. April 20, 2026 12:00 PM</b>	Proposals Due
<b>Mon. April 27 – Fri. May 1, 2026</b>	(Optional) In-person Interview Short Listed Consultants
<b>Thurs. June 11, 2026</b>	Commission Awards Contract
<b>Wed. July 1, 2026</b>	Notice to Proceed

### **CONTACT**

Responses and inquiries relating to this RFP shall be submitted to:  
Santa Cruz County Regional Transportation Commission  
Attn: Amanda Marino, Transportation Planner  
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060  
831-460-3200 / Email: [amarino@scrtc.org](mailto:amarino@scrtc.org)

Email inquiries relating to this Request for Proposals should include  
*"RFP2611:Go Santa Cruz County Marketing Services"* in the subject header.



## **Request for Proposals:**

### **Marketing Services for Go Santa Cruz County**

#### **Background Information**

The Regional Transportation Commission (RTC) operates Cruz511, a county-wide transportation demand management (TDM) program, with a focus on reducing the number of drive-alone trips to, from or through Santa Cruz County. The goal is to help residents and commuters find alternatives to driving alone that are less stressful, less costly and better for the environment. Cruz511 key services include carpool and vanpool matching, transit trip planning, real-time traffic information, park and ride lot coordination, biking/walking resources, and employer assistance for workplace-based commute programs. Cruz511 traffic map and commute resources are available online at <https://cruz511.org>.

GO Santa Cruz County is a separate web-based platform that uses RideAmigos' commuter management software to connect commuters with transportation options and reward sustainable travel. GO Santa Cruz County offers users advanced rideshare and carpool matching capabilities and includes a personalized dashboard to log trips, view achievements, track commute statistics, and claim incentives and rewards. Users can learn more about GO Santa Cruz County on the program website, [www.gosantacruzcounty.org](http://www.gosantacruzcounty.org).

RTC is procuring professional marketing and communications services to develop and implement a transportation demand management (TDM) marketing campaign and provide outreach support for GO Santa Cruz County. The consultant will develop a multi-faceted marketing plan to strategically reach residents, employers, and employees throughout Santa Cruz County. The goals are to increase awareness, generate interest in the expanded TDM program, and drive participation on the GO Santa Cruz County platform.

#### **Minimum Qualifications**

The selected consultant can be a firm or firms who must demonstrate to the selection committee the following professional qualifications:

- Demonstrated experience in strategic marketing, branding, and messaging for



- public agencies or transportation programs.
- Demonstrated experience in stakeholder and public outreach, particularly with diverse communities and employers in Santa Cruz County.
- Expertise in digital marketing, including Search Engine Optimization (SEO), Pay-Per-Click (PPC) campaigns, and analytics reporting.
- Proven ability to produce high-quality visual assets, including video production and graphic design.
- Experience in media relations, including writing press releases and securing media coverage.
- Proficiency in social media management and content creation.
- Demonstration of project management experience on contracts with public agencies, including budget and schedule control.

The RTC reserves the right to investigate the qualifications of all firms and persons under consideration, to include reference checks to confirm any part of the information furnished by a consultant.

## **General Information**

### **RFP Definitions:**

Throughout this RFP, the following definitions will be used:

- “Agreement” means a written agreement executed between the RTC and a selected respondent.
- “Consultant” or “Contractor” means the firm, team, or person qualified to provide services described in this RFP.
- “Respondent” means an individual, joint venture, or a company that submits, or intends to submit, a Proposal in response to this RFP.
- “RFP” or “Request for Proposals” means the process described in this document.
- “RFP Response” and “Proposal” mean all documents submitted by a respondent in reply to this RFP request.

**Inquiries:** Inquiries will be accepted by phone, mail, or email. All inquiries related to this RFP should be directed to:

Attn: Amanda Marino, Transportation Planner  
1101 Pacific Avenue, Suite 250, Santa Cruz, CA  
95060 831-460-3200 / Email: [amarino@sccrtc.org](mailto:amarino@sccrtc.org)

Information obtained from other sources is not official and should not be relied upon for completion of the RFP. Inquiries and answers may be



documented and available on the RTC website to all potential respondents at the RTC's option.

*Interested parties are encouraged to submit questions or requests for clarification by email in advance of the meeting to [amarino@sccrtc.org](mailto:amarino@sccrtc.org) Responses to questions raised at the Pre-Proposal Meeting (Zoom Link: <https://us02web.zoom.us/j/85706195296>) will be posted on the RTC website (see below).*

**Questions, Requests for Clarification and Additional Information on the RFP:**

The RFP and any subsequent information regarding this RFP, including changes made to this document and questions/responses on this RFP, will be posted on the RTC's website: <http://www.sccrtc.org/about/opportunities/rfp/>. It is the sole responsibility of the respondent to check the website for addenda to the RFP documents. Any questions, requests for clarification or exceptions to RFP requirements must be received by RTC no later than 12:00PM on Friday, April 10, 2026 to guarantee a response. Email questions or requests for clarification to: [amarino@sccrtc.org](mailto:amarino@sccrtc.org) Responses to questions concerning this RFP posed before this deadline will be posted on the RTC website: <http://www.sccrtc.org/about/opportunities/rfp/>

**PROCUREMENT SCHEDULE**

<b>Wed. March 25, 2026</b>	RFP available
<b>Wed. April 8, 2026 2:00 PM</b>	Pre-proposal meeting  Zoom Link: <a href="https://us02web.zoom.us/j/85706195296">https://us02web.zoom.us/j/85706195296</a>
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<b>Thurs. June 11, 2026</b>	Commission Awards Contract
<b>Wed. July 1, 2026</b>	Notice to Proceed

**Closing Date for RFP Responses: By 12:00PM on Monday, April 20, 2026. The RTC must receive one (1) electronic PDF version of the proposal including one (1) cost proposal setting forth a proposed fee**



**schedule by the closing date.** Proposal materials received after this time will not be considered.

**Addenda to RFP:** The RTC reserves the right to amend this RFP at any time up until the due date. Any amendments to or interpretations of the RFP shall be described in written addenda posted on the RTC website. All addenda issued shall become part of the RFP.

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

## **Introduction**

A scope of work detailing the anticipated primary tasks associated with this consulting effort is included in this RFP as *Attachment*

A. Consultant submissions are expected to include a proposed detailed scope of work as an attachment to the proposal, consistent with the proposer's Work Plan, understanding and approach.

Work under this contract is expected to begin on **July 1, 2026**, and to end by no later than **June 30, 2027**. The RTC will review all proposals that meet the project objectives. The RTC may negotiate with Consultant a reduced scope of work as it may deem appropriate. RTC seeks to award a 1-year contract with four 1-year options to extend the contract term at discretion of the Commission.

## **Proposal Format**

Respondents to this RFP must submit the must deliver one (1) electronic PDF version of the proposal to the email provided including one (1) cost proposal setting forth a proposed fee schedule by the closing date. The Proposal in response to this RFP as described above and on the cover sheet.

In order to simplify the review process and to facilitate comparative analysis, the proposal shall be organized in the following manner. Proposal content and completeness are most important; however, effort should be made to produce a complete, competitive, and qualifying response that is also concise. Proposers are encouraged to submit proposals that do not exceed 25 pages, not including attachments of resumes, detailed scope of work, project schedule (*Attachment C*), and cover letter. The RTC, at its



option, may require a Proposer to provide additional information and/or clarify requested information. The screening of proposals will determine which Proposers will be invited to an interview, if necessary.

**The following information must be included in the Proposal submitted in response to this RFP:**

1. **Signed Transmittal Letter:** Proposals must include a maximum 2-page transmittal letter indicating the name of the organization submitting the proposal; whether the proposing entity is an individual, partnership, corporation, company, or joint venture; the name, telephone number, email, and business address of the contact person who will be authorized to respond to questions regarding the Proposal; and the name of the individual authorized to negotiate the contract on behalf of the consulting entity. The transmittal letter should refer to this RFP by title and date, include statement of California licensing (if applicable), and be signed by a person authorized on behalf of the consulting firm to solicit business for the firm.
2. **Profile of the Firm:** This section shall include a brief description of the firm's size as well as the local organizational structure. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Respondent or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Respondent or its insurers within the last five years.
3. **Firm Qualifications:** This section shall provide a brief description of the Respondent's qualifications and previous experience on similar projects. Description of project experience shall include a summary of the work performed, total project cost, percentage of the work the firm was responsible for, period over which the work was completed, and the name, title, email, and phone number of the clients to be contacted for references. A minimum of 3 recent and relevant projects and client references shall be included for the Project Manager and each of the Key Personnel. At least one reference shall be provided for each recent and relevant project.
4. **Project Staffing:** This section shall discuss how the Respondent would staff this project. Respondent team members shall be identified by name, location, specific responsibilities, and estimated person-hours of participation. An organizational chart shall be included identifying "Key

Personnel” who are members of the project team that may not be changed once the proposal is submitted without prior approval of the RTC.

5. **Approach/Work Plan:** This section of the proposal shall establish the Respondent’s understanding of RTC’s objectives regarding the GO Santa Cruz County TDM program and the Respondent’s ability to satisfy the work requirements outlined in the Scope of Services (Attachment A). Succinctly describe the proposed approach for addressing the required work, specifically how you will increase program awareness, generate interest in TDM alternatives, and drive active participation on the platform. The proposal must outline the specific activities that would be undertaken to complete the various tasks ranging from Strategy, Messaging, and Branding to Digital Marketing and specify the key personnel who would perform them.

This section can include:

**Marketing Strategy Overview:** A high-level description of your proposed multi-faceted marketing plan to engage Santa Cruz County residents, employers, and employees, including how you intend to incorporate the [RTC Equity Outreach Toolkit](#) into your strategy.

**Creative Samples & Metrics:** Include samples of materials from previous campaigns (e.g., social media posts, newsletters, digital assets) and specific metrics where you demonstrated growth or engagement.

**Innovation:** Consideration of practical, "outside the box" thinking is encouraged. The Respondent may suggest technical or procedural innovations used successfully on other projects that may facilitate the completion of this project.

6. **Management Approach:** Describe how the Proposer intends to provide and manage the resources necessary to deliver this public project in accordance with the project budget and schedule. Indicate how the firm will apply its management techniques and resources to achieve project delivery goals and provide quality control. Include information on how the firm will manage costs, schedule delays, and subconsultant deliverables. Also describe your current workload, staff availability, and include information on the firm’s approach to managing projects of several different clients at once.
7. **Cost Proposal:** Include a cost proposal that outlines costs for each task and related deliverables as outlined in the proposer’s Scope of Services. The cost proposal shall include a rate sheet with personnel by title and all

costs to the RTC including other direct costs (ODC) broken down by tasks. The cost proposal shall show the costs of the prime consultant and all subconsultants. Mark-ups for subconsultants are not allowed. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration ([Cal HR](#))

8. **Required Forms:** Proposal must include the following completed forms:
  - a. [Form 1](#) California Levine Act Statement
  - b. [Form 2](#) Exceptions to the Agreement

## **Method and Criteria for Selection**

**RFP Response Review and Selection:** An evaluation committee consisting of RTC staff and other individuals that the RTC deems appropriate will review each Proposal for completeness and content. The evaluation committee will analyze responses based on the needs described in this Request for Proposals (RFP) and the Scope of Services, including relevant experience of the consultant with federal- and state-funded projects. The evaluation committee will review and rank the Proposals and if needed conduct interviews.

Responsive proposals will be evaluated as follows:

- **Project Understanding/Work Plan (up to 20 points)**  
Understanding of the RFP objectives, project needs, and the completeness of the proposer’s detailed scope of services, including hours allocated to the major tasks and appropriateness of proposed team structure demonstrating the respondent’s overall understanding of the project requirements.
- **Key Staff’s Relevant Experience/Qualifications (up to 40 points)**  
Demonstrated experience in marketing, outreach, digital strategy, and media relations as outlined in the Minimum Qualifications.
- **Communications (up to 20 points)** Clarity, structure, and readability of the proposal and all submitted materials. Ability to communicate and present information clearly.
- **Cost (up to 20 points)** Appropriateness and clarity of the cost proposal including allocation of non-labor resources. Cost effectiveness and best



value, including hours and appropriateness of personnel assigned to each task; hourly rates; reasonableness of task budget including value-added services; and cost of in-person services.

Any proposal that the evaluation committee determines does not include enough information to permit the evaluators to rate the proposal in any one of the listed evaluation criteria will be considered non-responsive and may not be further evaluated. A proposal that fails to include one or more items requested above under "Proposal Format" may be considered complete and generally responsive if evaluation in every criterion area is possible.

**Interview Review and Selection (Optional):** Following review of Proposals, the evaluation committee may conduct interviews with respondents or develop a short list of consultants to interview in order to make a final selection leading to negotiations for a contract for professional services. It is expected that key staff proposed to work on the project will attend interviews conducted as part of the selection process. The consultant scores for each of the evaluation criteria will be updated by the committee based on the interviews. The consultant with the highest overall score from the evaluation committee will be awarded the contract unless RTC decides to reject all proposals.

**Authority to Commit RTC:** Based on the findings of the evaluation committee, the RTC Contract Manager and the Executive Director of the RTC may recommend to the RTC Commission that one or more consultants be selected to perform the work.

The contract will be awarded to the firm that presents the Proposal that in the opinion of the RTC Commission is the most advantageous to the RTC, based on the evaluation criteria. Upon approval by the RTC Commission, the Executive Director will be authorized to enter into an agreement with the selected consultant. The RTC may accept or reject any and all proposals and waive any and all formalities and irregularities at any stage of the evaluation as it may deem to be in the best interest of the RTC.

## **Selection Disputes**

Respondents not selected for interview or contract award will be informed by mail and/or email. Upon request, the RTC will offer a debriefing to respondents who were not selected, at a mutually agreeable time after award of the contract.

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or may object to the selection of a



particular consultant on the grounds that RTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied. Any objection must be submitted in writing to the RTC Contract Manager and must include an explanation of the basis for the objection:

1. No later than 4:00 pm on the fifth business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 pm on the fifth business day after the date the proposer is notified that its Proposal was found to be non-responsive or did not meet the minimum qualifications; or
3. No later than 4:00 pm on the fifth business day after the date on which a proposer is notified that it was not recommended for selection, or that another proposer is recommended for selection for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC authorizes the award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail. The RTC Contract Manager will respond to the objection in writing within thirty days. No contract to a consultant shall be executed until the expiration of the objection period or, if an objection is filed, the issuance of a written response to the protest by the RTC Contract Manager.

The proposer may appeal the decision of the RTC Contract Manager by filing a written appeal with the RTC Executive Director, no less than three (3) working days after receipt of the written response from the RTC Contract Manager. The Executive Director's decision will be final.

## **Consultant Selection Timetable**

The RTC intends to adhere to the following timeline, but it is subject to change at the discretion of the RTC. All times shown are in Pacific Time.

### **Request for Proposals**

- RTC Issues Notice of RFP: Wednesday, March 25, 2026



## **Consultant Proposals**

Wed. April 8, 2026 2:00 PM	Pre-proposal meeting  Zoom Link: <a href="https://us02web.zoom.us/j/85706195296">https://us02web.zoom.us/j/85706195296</a>
Fri. April 10, 2026 12:00 PM	Requests for Clarification or Questions Due by 12 pm PST
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## **General Conditions**

**Respondent’s Proposal Preparation Expenses:** Respondents are solely responsible for their own expenses in preparing and submitting a response to this RFP as well as for subsequent interviews and contract negotiations with the RTC. The RTC will not be liable to any respondent for any costs or damages incurred by the respondent in preparing the RFP response, loss of anticipated profit, or for any other claim.

**Ownership of RFP Responses:** All documents, including specific RFP responses, submitted to the RTC become the property of the RTC. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), except that the RTC may withhold from disclosure clearly marked confidential trade secret information contained in any proposal, and proposer’s submission of information so marked shall constitute its agreement to defend and indemnify the RTC from any claim or liability for nondisclosure thereof. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

**Accessible Electronic Documents:** In order to facilitate public engagement and ensure accessibility of documents, Consultant shall provide Americans with Disabilities Act of 1994 (ADA)-accessible electronic copies of



any documents being distributed for board and public review, final reports, and public outreach materials, as applicable. Guidance on ADA remediation of documents is available at: <https://www.section508.gov/create/>

**Work Products/Ownership of Data**

To the extent the successful candidate creates work product as defined in the Scope of Services all work product shall remain the property of SCCRTC. Successful candidate shall not release any reports, information or promotional material or allow for the use of any photos related to the contracted work for any purpose without prior written approval of SCCRTC.

**Collection and Use of Personal Information:** Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable for the collection and dissemination of personal information, including resumes and other personal information concerning respondent employees and employees of any proposed subconsultants.

**Non-Commitment of RTC:** This RFP is not an agreement to purchase or contract for services. The RTC reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal they consider most favorable to the RTC's interests in their sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The RTC reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. The RTC further reserves the right to reject all proposals and seek new proposals when the RTC considers such procedure to be in their best interests. All responses will be assessed in light of the needs described in this RFP, including the Scope of Services. The RTC is under no obligation to receive further information, written or oral, from any respondent. Any award will be to the consultant(s) whose Proposal is, in the sole judgment of the RTC board on the basis of the evaluation criteria herein, most advantageous to RTC.

**Changes to Proposals Prior to Closing Date:** Any proposals received prior to the due date and time specified above may be modified by written request of the proposer. Any modification must be received by the proposal due date and time specified in this RFP. After that date, no additional wording or comments will be added to the response unless requested by the RTC for purposes of clarification.

**Modification of RFP Terms:** The RTC reserves the right to modify the terms of this RFP at any time and may cancel this RFP or further review of responses at any time without entering into a contract. It is the sole responsibility of prospective and actual respondent to check for



modifications of and additional information pertaining to the RFP on the RTC website: <http://www.sccrtc.org/about/opportunities/rfp/>.

**Notification of Further RFP Respondent Review and Interview Not**

**Binding:** A respondent may withdraw from consideration at any time by notifying the RTC in writing, by phone, or by email. The RTC may, at its sole discretion, withdraw the name of a respondent for further review by notifying the respondent in writing, by phone or by email. Notice in writing, by email or by phone to a respondent that it has been identified as a candidate for further review and an interview will neither constitute a contract, nor give the respondent any legal or equitable rights or privileges relative to this RFP.

**Contract:** Any contract proposed with a selected respondent shall comply with all public contracting statutes applicable in the State of California. For your reference, a sample contract is enclosed as *Attachment C*.

Respondents shall be prepared to accept the terms and conditions of the contract provided herein as *Attachment C*, which include requirements for Compensation, Indemnity, and Insurance. If a Proposer desires to take exception to the above, Proposer shall provide the following information using Form 2, identified as "Exceptions to the Agreement." The exceptions to the Contract shall include the following:

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant exhibits.
2. Proposer shall include the reasons as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the RTC, at its sole discretion, to be unacceptable and no longer considered for award. Only the exceptions stated in the Proposal will be considered when negotiating the Agreement.

The RTC may accept the proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If mutual agreeable terms are not reached, the RTC reserves the right to terminate negotiations and may open negotiations with the next highest ranked firm. RTC further reserves the right to terminate negotiations at any point without obligation to contract for services with any firm. If a proposer wishes to recommend a change to any standard RTC contract provision, the provision and any proposed alternative language must be requested in writing prior to the



closing date for receipt of requests for clarifications/exceptions listed above. If no such change or exception is requested in writing, the consultant will be deemed to accept RTC's standard contract provisions. In addition, if the project will be funded by Federal funds, federal required contract provisions will be included in the RTC standard agreement.

**Conflict of Interest:** The prospective consultant shall demonstrate no conflicts of interest, and a commitment to avoid potential conflicts that might arise from work performed for others, past associations or pending relationships. Prospective consultants shall disclose any financial, business or other relationship with RTC that may have an impact upon the outcome of this contract or RTC construction projects. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or RTC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on RTC projects.

**Past and future contracts:** Firms that have participated in past studies or other activities associated with the current RFP are not precluded from submitting proposals for this study. The firm selected to conduct the work under this RFP will not be precluded from conducting work on future projects by the RTC.

**Local, State, and Federal Regulations:** Any contract awarded under this request for proposals is expected to be funded in part by a grant from the State Highway Administration. The consultant must be able to meet requirements for contracts using local, state and/or federal transportation funds, and local, state and federal grant language will be incorporated into the contract, as applicable. This includes, but may not be limited to, applicable provisions set forth in the Caltrans *Local Assistance Procedures Manual (LAPM)* and the Caltrans Division of Transportation Planning: *Master Fund Transfer Agreement*.

The selected consultant and subconsultants shall also have all state and local licenses required by applicable law for the performance of the services or any portion thereof.

**Non-discrimination:** SCCRTC's Nondiscrimination Plan is available on our website (<https://www.sccrtc.org/wp-content/uploads/2025/01/2025-RTC-TitleVI-Program.pdf>) It is the policy of SCCRTC to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which firms can compete fairly for contracts and subcontracts relating to the SCCRTC's procurement, and professional services activities.



The consultant or subconsultant shall not discriminate on the basis of race, color, national origin, religion, age, disability, or gender in the performance of this contract. This applies to all consultant's and subconsultant's employment, solicitations, selection of subconsultants, and procurement of materials.

**Financial Management and Accounting System Requirements:**

Contracts shall not be awarded to consultants or subconsultants without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR 200, 49 CFR Part 18, and 48 CFR Part 31. Consultant's financial management system must be adequate to accumulate and segregate reasonable, allowable, and allocable direct and indirect project costs.

**Enclosed with this Request for Proposals:**

Attachment A: Scope of Services  
Attachment B: RTC Draft Standard Contract

**Available on the RTC Website:**

(<http://www.sccrtc.org/about/opportunities/rfp/>)

Required Forms

1. [Form 1](#) California Levine Act Statement
2. [Form 2](#) Exceptions to the Agreement



## **Attachment A**

### **SCOPE OF SERVICES**

#### **Background**

The Regional Transportation Commission (RTC) operates Cruz511, a county-wide transportation demand management (TDM) program dedicated to reducing drive-alone trips by providing resources such as carpool matching, transit planning, and real-time traffic information. As part of this effort, the RTC utilizes GO Santa Cruz County, a web-based platform powered by RideAmigos that connects commuters with sustainable travel options and incentivizes their use through a personalized rewards dashboard. The selected Consultant will develop and implement a multi-faceted marketing plan designed to strategically engage Santa Cruz County residents, employers, and employees, with the primary goals of increasing program awareness, generating interest in TDM alternatives, and driving active participation on the GO Santa Cruz County platform.

Expected CONSULTANT tasks include, but are not limited to:

#### Task 1 – Strategy, Messaging, and Branding

- Update campaign plan, including roles, timeline, budget, outreach metrics, revamp campaign core messages and talking points, etc.
- Incorporate [RTC Equity Outreach Toolkit](#) into marketing and outreach strategy.
- Develop targeted messaging for user groups and GO Santa Cruz networks, trip types, incentives, etc.

#### Task 2 – Outreach Materials.

- Produce promotional videos.
- Design physical and digital marketing collateral and deliver source files in both English and Spanish.
- Research and contact vendors to order marketing collateral.
- Prepare sample social media posts.
- Prepare digital assets for web/landing pages.
- Create branded materials and web page design mockups, as needed.

#### Task 3 – Social Media and Email Marketing

- Review social media guidelines with the SCCRTC Communications Director.
- Generate social media content and manage publishing schedule. Create monthly program newsletter and email campaigns for specific events or initiatives.

#### Task 4 – Community and Media Relations

- Develop opportunities for outreach at local community events and national promotion of TDM activities, incentives, and challenges.
- Coordinate with other GO Santa Cruz network managers on outreach strategy.
- Develop opportunities for media coverage.
- Write and distribute press release.
- Write and coordinate op-ed.

#### Task 5 – Speaking opportunities

- Develop and coordinate opportunities to present campaign messages to key audiences, including major employers, business groups, and other partners.

#### Task 6 – Strategic council

- Collaborate with transportation team throughout the contract term.
- Attend in-person check-in meetings in Santa Cruz, CA at a minimum once a month or as needed.

#### Task 7 – Digital Marketing

- Conduct market research to understand the target audience and identify key trends and insights.
- Develop a content calendar and create engaging, relevant, and valuable content that tells a compelling story and meets the needs of the target audience.
- Optimize website content and structure for SEO by conducting keyword research, optimizing titles and meta descriptions.
- Set up and manage PPC campaigns on platforms such as Google AdWords and Bing Ads, targeting specific keywords and demographics to drive targeted traffic to the website.
- Use analytics tools such as Google Analytics to track and measure the effectiveness of digital marketing campaigns, identify areas for improvement, and report on results.
- Monitor and engage with customers on social media platforms to build relationships and drive brand awareness.
- Collaborate with design and development teams to create and implement landing pages and other marketing assets that align with the overall digital marketing strategy.
- Test and optimize campaigns to improve ROI and drive conversions

The CONSULTANT will be responsible for:

- Monthly summary reports of previous months activities, reach, and impact to the contract manager.
- Completion of a summary report of marketing activities and presentation to the Regional Transportation Commission at the conclusion of the contract period.
- Ensure accessibility of documents with Americans with Disabilities Act of 1994 (ADA)-accessible electronic copies of any documents being distributed. Guidance on ADA remediation of documents is available at: <https://www.section508.gov/create/>

**Attachment B**

**Contract No. TPXXXX**

**PROFESSIONAL SERVICES**  
**INDEPENDENT CONSULTANT CONTRACT**

**This is a Sample Contract, and language and provisions contained herein are subject to change. Contract award is subject to approval by the Commission.**

THIS CONTRACT is made and entered into on \_\_\_\_\_, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and <<CONSULTANT NAME>>, hereinafter called CONSULTANT. The parties agree as follows:

**1. DUTIES.**

- A. CONSULTANT will provide professional services to the COMMISSION. Services are described in Scope of Services (Exhibit X), which by this reference is incorporated herein. If there is any conflict between the approved Scope of Services (Exhibit X) and this contract document, this CONTRACT shall take precedence.
- B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this CONTRACT.

<b>Name</b>	<b>Title</b>	<b>Role</b>

- C. No person named in paragraph B of this Article or in the Fee Schedule (Exhibit X), or their successor, shall be removed or replaced by CONSULTANT, nor shall their agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager. Such consent shall not be unreasonably withheld.
- D. CONSULTANT progress reports and/or meetings:
  - i. The CONSULTANT shall prepare written progress reports prior to submitting invoice or with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations or is on schedule and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.



- ii. The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the agreement.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing work to be performed under this CONTRACT as described in Scope of Services (Exhibit X), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, attached hereto (Exhibit X) and incorporated by reference. Total payment shall not exceed <<\$XXX>>, on a time and materials basis at the rates and conditions set out in Exhibit X. If there is any conflict between the approved Fee Schedule (Exhibit X) and this CONTRACT, this CONTRACT shall take precedence.

- A. No payment will be made prior to approval of any work by the COMMISSION's Contract Manager, nor for any work performed prior to approval of this CONTRACT.
- B. Progress payments will be made no more than monthly in arrears based on satisfactory services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services (Exhibit X), the COMMISSION may terminate this CONTRACT in accordance with the provisions of Section 4 of this CONTRACT.
- C. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (Cal HR).
- D. The CONSULTANT will be reimbursed after receipt and approval by the COMMISSION's Contract Manager of itemized invoices including a breakdown of reimbursable expenses. Invoices shall be sent to the COMMISSION's Contract Manager:

Santa Cruz County Regional Transportation Commission  
Attn: Amanda Marino, Transportation Planner  
[amarino@sccrtc.org](mailto:amarino@sccrtc.org) and [accountspayable@sccrtc.org](mailto:accountspayable@sccrtc.org)

The invoices must include the following information:

- 1. This CONTRACT number and project title;
- 2. Description of services performed;
- 3. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
- 4. Itemized expenses incurred during the billing period;
- 5. Total invoice/payment requested; and
- 6. Total amount previously paid under this CONTRACT.



**3. TERM.**

- A. The CONTRACT shall end on <<Date>>, unless earlier terminated or extended by contract amendment.
- B. The CONSULTANT is advised that this CONTRACT is not binding and enforceable until it is fully executed.

**4. TERMINATION.**

- A. This CONTRACT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than ten (10) calendar days written notice of its intent to terminate and in the event of termination for cause, provides the reasons for termination stated in the notice.
- B. COMMISSION may temporarily suspend this CONTRACT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this CONTRACT for damages sustained by COMMISSION by virtue of any breach of this CONTRACT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.
- D. If COMMISSION terminates this CONTRACT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this CONTRACT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the CONTRACT in which case the overage shall be deducted from any sum due CONSULTANT under this CONTRACT and the balance, if any, shall be paid to CONSULTANT upon demand.
- E. Upon termination, COMMISSION shall be entitled to all CONSULTANT'S work produced under this CONTRACT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.
- F. COMMISSION may terminate this CONTRACT for CONSULTANT'S default if a federal or State proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT'S principal, or if CONSULTANT or CONSULTANT'S principal makes an assignment for the benefit of creditors.
- G. CONSULTANT may terminate this CONTRACT by giving the COMMISSION at least 30 days advance written notice. CONSULTANT shall be liable for



any and all reasonable costs incurred by COMMISSION as a result of such early termination, default, including but not limited to re-procurement costs of the same or similar services defaulted or not provided by CONSULTANT under this CONTRACT.

- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:
- A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this CONTRACT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, employees, volunteers, or agents. In the event that the CONSULTANT does not fulfill its obligation to defend, indemnify and hold harmless the COMMISSION as required herein, the CONSULTANT will be required to reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of the CONSULTANT, its officers, employees, volunteers, or agents.
  - B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S employees, officers, employees, volunteers, and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).
  - C. In the event that CONSULTANT or any employee, agent, or of CONSULTANT providing services under this CONTRACT is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONSULTANT shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.
  - D. The provisions of this section shall survive expiration, termination, or suspension of this CONTRACT.
- 6. INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as



respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

1. Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here: \_\_\_\_\_ / \_\_\_\_\_.
2. Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g., owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars (\$2,000,000) per occurrence, and four million dollars (\$4,000,000) in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of two million dollars (\$2,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION here: \_\_\_\_\_ / \_\_\_\_\_.
5. If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this CONTRACT.

B. Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter "POST CONTRACT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST CONTRACT COVERAGE by renewal or purchase of prior acts or tail



coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2. All policies of Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.
3. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this CONTRACT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days (30) days in advance of the effective date of such cancellation, or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:  
  
[contracts@sccrtc.org](mailto:contracts@sccrtc.org)
4. If any insurance policy of CONSULTANT required by this CONTRACT includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
5. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional



insured. If CONSULTANT'S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this CONTRACT so as to not prevent any of the parties to this CONTRACT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

6. CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT may acquire against the COMMISSION 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 the COMMISSION has received a waiver of subrogation endorsement from the insurer.

**7. FEDERAL, STATE AND LOCAL LAWS.**

- A. CONSULTANT warrants that in the performance of this CONTRACT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.
- B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

**8. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.** During and in relation to the performance of this CONTRACT, CONSULTANT agrees to the following:

- A. The CONSULTANT shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, or combination of protected categories denial of family and medical care leave and denial



of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

- B. CONSULTANT shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other CONTRACT.
- C. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- E. Consultant shall permit access to all records of employment, employment advertisements, 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 STATE to investigate compliance with this Article.
- F. In the event of CONSULTANT'S non-compliance with the non-discrimination clauses of this CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONSULTANT may also be declared ineligible for further contracts with the COMMISSION.

9. **HARASSMENT.** The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor,



manager, officer or board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

**10. CONFLICT OF INTEREST.**

- A. CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this CONTRACT, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this CONTRACT, or any ensuing COMMISSION construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

**11. LICENSES.** If a license of any kind is required of CONSULTANT, its employees, agents, or subconsultants by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this CONTRACT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**12. INDEPENDENT CONSULTANT STATUS.**

- A. CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent contractor and not an employee of COMMISSION. CONSULTANT is responsible for provision of all insurance required of employers (including but not limited to workers compensation, disability, and unemployment insurance) and all payment of payroll related taxes and withholding. CONSULTANT is not entitled to any employee benefits. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.
  - 1. PRINCIPAL TEST: The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.
  - 2. SECONDARY FACTORS: (a) The extent of control which, by CONTRACT, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is



of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.

By their signatures to this CONTRACT, each of the undersigned certifies that it is their considered judgment that the CONSULTANT engaged under this CONTRACT is in fact an independent CONSULTANT.

- B. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel, officers, employees, agents, or subconsultants shall not be entitled to any benefits payable to COMMISSION employees, including, but not limited to, healthcare, retirement, and leave benefits.
- C. CONSULTANT'S obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.
- D. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT'S assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION, its governing body, officers, employees, and agents, harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this CONTRACT.
- F. Except as expressly authorized herein, CONSULTANT'S obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to



CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

**13. RETENTION OF RECORDS/AUDIT.**

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The COMMISSION, or any duly authorized representative of the State of federal government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.
- B. CONSULTANT shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support requests for reimbursement which segregate and accumulate the costs of work elements by line item (i.e., direct labor, other direct costs, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

**14. DISPUTES.**

- A. This CONTRACT shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this CONTRACT and shall comply with COMMISSION'S instructions.
- B. Prior to either party commencing any legal action under this CONTRACT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.



- C. Any dispute, other than audit disputes, concerning a question of fact arising under this CONTRACT that is not disposed of by agreement shall be decided by a committee consisting of the COMMISSION'S Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT. The committee's determination regarding such dispute shall be the final administrative decision of the COMMISSION unless the committee determines, in its sole discretion, that the COMMISSION should provide the final administrative decision.
  - D. Not later than 30 days after completion of all work under the CONTRACT, CONSULTANT may request review by COMMISSION of unresolved claims or disputes, other than audit. The request for review will be submitted in writing and carried out in accordance with the process described in paragraph B.
  - E. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this CONTRACT.
- 15. INSPECTION OF WORK.** The CONSULTANT shall permit the COMMISSION or the State, to review and inspect the project activities and files at all reasonable times during the term of this CONTRACT including review and inspection on a daily basis.
- 16. ACKNOWLEDGMENT.** CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.
- 17. CONFIDENTIALITY OF DATA.**
- A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION'S operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
  - B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
  - C. CONSULTANT shall not comment publicly to the press or any other media regarding the CONTRACT or COMMISSION'S actions on the same, except to COMMISSION'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
  - D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed

under this CONTRACT without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION'S written permission.

**18. WORK PRODUCTS/OWNERSHIP OF DATA.**

- A. All material, data, information, and written, graphic or other work produced under this CONTRACT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so CONSULTANT shall have no property right therein whatsoever.
- B. It is agreed that the Parties intend this to be a CONTRACT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.
- C. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

**19. SUBCONTRACTING.**

- A. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT'S obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule (Exhibit X).
- C. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.



- D. All subcontracts entered into as a result of this CONTRACT shall contain all the provisions stipulated in this CONTRACT to be applicable to subconsultants.
- E. Any substitution of subconsultants must be approved in writing by the COMMISSION's Contract Manager prior to the start of work by the subconsultant.
- F. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all the provisions required by this CONTRACT to be applicable to those subconsultants.

- 20. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this CONTRACT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the CONTRACT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 21. BROKERAGE OR OTHER FEES.** CONSULTANT warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this CONTRACT, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this CONTRACT. For breach or violation of this warranty, the COMMISSION shall have the right to annul this CONTRACT without liability, or at its discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee."
- 22. FORCE MAJEURE.** Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this CONTRACT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or contractual capacity, fire, floods, epidemics, pandemics, and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this CONTRACT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this CONTRACT has been suspended because of an event of

force majeure, the other party may likewise suspend the performance of its obligations under this CONTRACT to the extent that the suspension is reasonable.

### **23. COMPLETE CONTRACT.**

- A. CONTRACT: The two parties to this CONTRACT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT which is made and concluded between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this CONTRACT as evidenced by the signatures below.
- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or their designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE CONTRACT, INCLUDING ATTACHMENTS. This CONTRACT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the CONTRACT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this CONTRACT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's performance of any term(s) or condition(s) of this CONTRACT shall not be construed as a waiver for any future performance of such term(s) or conditions.
- D. Attachments are:
- Exhibit X: Scope of Services
  - Exhibit X: Fee Schedule
  - Exhibit X: Levine Act Statement

The undersigned represents and warrants that they are duly authorized to execute and deliver this CONTRACT and that such execution is binding upon the entity for which they are executing this document.



**SIGNATURE PAGE**

**Agreement No. <<TPXXXX>>**

**1. CONSULTANT:**

By \_\_\_\_\_  
Name  
Title

Date \_\_\_\_\_

Company Name  
Address Line  
Address Line 2  
Telephone  
Email

**2. SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION:**

By \_\_\_\_\_  
*Sarah Christensen*  
Executive Director

Date \_\_\_\_\_

1101 Pacific Avenue, Suite 250  
Santa Cruz, CA 95060  
(831) 460-3200  
[info@sccrtc.org](mailto:info@sccrtc.org)

**3. APPROVED AS TO FORM:**

By \_\_\_\_\_  
*Steve Mattas*  
RTC Counsel

Date \_\_\_\_\_

**4. APPROVED AS TO INSURANCE:**

By \_\_\_\_\_  
*Yesenia Parra*  
RTC Administrative Services Officer

Date \_\_\_\_\_

Distribution:

RTC Contract Manager, RTC Contract Coordinator, CONSULTANT

