



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

**--NOTICE--**

### **REQUEST FOR PROPOSALS (RFP) #2614**

Issue Date: April 21, 2026

Closing Date: May 11, 2026, 5:00p.m. (PT)

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The Santa Cruz County Regional Transportation Commission (RTC) invites interested parties to submit a proposal for services for

#### **Information Technology Services**

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

Proposals relating to this RFP shall be submitted via email to [info@sccrtc.org](mailto:info@sccrtc.org) and addressed to:

**Santa Cruz County Regional Transportation Commission  
Attention: Yesenia Parra, Administrative Services Officer  
Phone: 831-460-3200**

*This notice, along with its enclosures, comprises the Request for Proposals (RFP) for this professional service. Responses should be submitted in accordance with the instructions set forth in this RFP. Email inquiries relating to this RFP should include "Computer and IT Services RFP2614" in the subject header. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and any addenda will be available at: <https://sccrtc.org/about/working-with-the-rtc/#consulting>*

# **Request for Proposals (RFP):** **Information Technology Consulting Services**

## **I. INTRODUCTION**

### **A. PURPOSE/DESCRIPTION OF SERVICES/CONTRACT TYPE**

The Santa Cruz County Regional Transportation Commission (RTC) is seeking proposals from qualified professional firms to provide RTC with IT consultant experience with Office 365, Azure cloud services and cybersecurity. Services must include but not be limited to:

- Information Technology strategic planning, policy, review and revision.
- Equipment lifecycle planning.
- Maintain a help desk ticketing system for staff requests.
- They must have a help desk that is available 24/7.
- Must have availability to come on site.
- Propose a solution for file migration from server to SharePoint.
- Support hybrid work and required systems including current VPN access to existing server.
- Coordinate with website, Office365 and telephone consultant and website hosting service.
- Provide training opportunities including but not limited cybersecurity, SharePoint setup, use.
- Be a licensed Microsoft service provider and an authorized Office 365 reseller.

### **B. PERFORMANCE PERIOD**

The RTC reserves the right to award multiple firms. Work under this contract is expected to begin on **July 1, 2026**.

### **C. BACKGROUND INFORMATION**

The RTC develops and delivers transportation solutions for a vibrant, sustainable, and equitable community. RTC serves as Santa Cruz County's regional transportation planning agency (RTPA) and is a state designated agency responsible for planning and financial programming of transportation projects.

The RTC employs a staff of 25-30 professionals that support the planning, implementation, and administration of RTC's projects and programs. Work is conducted both onsite in RTC's offices and remotely (home and field). RTC partners with agencies and institutions across the state engaging in public meetings in hybrid settings both in person and online.

For more information about the RTC, please visit [www.sccrtc.org](http://www.sccrtc.org).



## II. SOLICITATION PROCESS AND PROPOSAL EVALUATION

### A. SOLICITATION TIMELINE

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.

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Issued .....	April 21, 2026
Pre-Proposal Videoconference.....	April 29, 2026, at 1:00 p.m.
Requests for Clarifications/Questions Due.....	April 30, 2026, at 1:00 p.m.
Addenda/Response to Clarifications/Questions Posted .....	May 1, 2026
<b>Proposals Due .....</b>	<b>May 11, 2026, at 5:00 p.m.</b>
Interviews (if required).....	Week of May 11, 2026
RTC Approval of Contract (tentative).....	June 11, 2026
Contract Begins .....	July 1, 2026

### B. SCOPE OF SERVICES

Please see the Scope of Services included as Attachment A for a listing of required and optional services.

### C. 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. To be considered for selection and contract award, the Consultant must have the following qualifications:

- Certified Microsoft Office 365 and Azure support services and licensed Office 365 reseller.
- Excellent verbal and written communication skills, and appreciation of the time demands on RTC Commissioners and the need to report to and advise them and the staff in a clear, concise and effective manner.
- No conflicts of interest, and a commitment to avoid potential conflicts that might arise from work performed for others, past associations or pending relationships.



- Possess the necessary resources to provide the specified services to the RTC.

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.

#### **D. PROPOSAL CONTENT**

RTC staff will screen all proposals submitted by the stated deadline in response to this request. The screening will determine which Proposers will be invited to an interview, if necessary. In order to simplify the review process and to facilitate comparative analysis, the proposal shall be organized in the following manner and shall not exceed 15 pages. The RTC, at its discretion, may require a Proposer to provide additional information and/or clarify requested information.

##### **1. Project Team**

The Proposal shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The Proposal shall demonstrate that the key personnel have the time available to work on the project. The Proposal shall include the estimated number of hours individual personnel will dedicate to the project.

##### **2. Demonstrated Knowledge**

The Proposal shall include the assigned project team's demonstrated knowledge of, expertise, and experience with providing similar services and completing similar types of contracts.

##### **3. Work Plan**

The Proposal shall include the consultant's proposed approach to the development and implementation of the scope of work, broken out by tasks which demonstrate the consultant's knowledge and understanding of the project and the constraints and challenges associated with performing the tasks outlined in the scope of work.

##### **4. Proposed Schedule of Work and Deadlines**

The Proposal must include availability of the Project Team to conduct work within the anticipated timeframes.

##### **5. Exceptions and Deviations:**

Proposers wishing to propose alternative approaches to meeting the Agency's technical or contractual requirements, should thoroughly explain their reasoning, note as to whether they are "technical" or "contractual" exceptions and reference the relevant section(s) of the Request for Proposals.



## 6. Experience and References

In addition to the qualifications described above, Proposers shall describe their experience in performing work substantially similar or related to the services requested for similar agencies and/or entities, including local jurisdictions, metropolitan planning organizations, or regional transportation agencies, if any. Additionally, Proposers shall provide references of at least three current or recent clients for whom the Consultant has performed services similar in nature and complexity to that proposed in this Request for Proposals. For each client submitted as a reference, Proposers shall furnish a brief description of the services provided, the timeframe services were provided, and client contact information (name, phone number, and email).

## 7. Fees for Service

Proposers shall provide binding cost proposals for annual services. Include in the fee: all labor, profit, administrative and overhead fees, and other direct costs, including the cost of obtaining insurance, etc. In addition to ongoing costs, include any additional direct or indirect costs, including travel expenses.

## 8. Negotiations

The top-ranked Proposer will be required to participate in negotiations which may result in revisions to the proposal. The cost and method of compensation will be negotiated with the top-ranked Proposer.

## 9. Required Forms

Proposals must include the following completed forms:

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

## 10. Terms of Agreement

The agreement between the RTC and the selected Consultant will include the terms and conditions outlined in the Professional Services Agreement (*Attachment B*)

## E. PROPOSAL SUBMITTAL

Interested firms must submit Proposals in PDF form and via email to [info@sccrtc.org](mailto:info@sccrtc.org) **no later than 5:00pm (Pacific)**, May 11, 2026. Proposals received after the date and time specified above will not be considered. RTC is not responsible for Proposal submitted late for any reason.

All proposals shall be limited to 15 pages, not including the transmittal letter, table of contents, or single page resumes of Key Personnel. Proposals should provide the requested information in a concise, well-organized manner.



## F. PRE-PROPOSAL VIRTUAL CONFERENCE

The RTC will host a pre-proposal conference via zoom on April 29, 2026, at 1:00 p.m. RTC staff will review the requirements for this Solicitation and be available to answer questions. Participation in the pre-proposal meeting is *not mandatory, but is highly recommended*.

**RSVP to [info@sccrtc.org](mailto:info@sccrtc.org) or (831) 460-3200 by 12:00 noon on April 28, 2026, to be sent the meeting link/dial-in number.** Interested parties are encouraged to submit questions prior to the meeting to [info@sccrtc.org](mailto:info@sccrtc.org).

## G. QUESTIONS CONCERNING THIS RFP:

All questions and/or requests for clarification regarding this RFP must be received in writing via email or hand delivery to the point of contact (below) no later than April 30, 2026 1:00 p.m. Questions received prior to April 29, 2026 8:00 a.m. will be answered at the Pre-Proposal Virtual Conference. Responses to all questions received will be posted on the RTC website: <https://sccrtc.org/about/working-with-the-rtc/#consulting> by 5:00 p.m. on May 1.

## H. CONTACT PERSON

Yesenia Parra, Administrative Services Officer  
Phone: (831) 460-3200  
Email: [info@sccrtc.org](mailto:info@sccrtc.org)

## I. ADDENDA TO RFP

**The RTC reserves the right to amend this RFP at any time up until May 1, 2026. 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 postponed 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.

## J. PROPOSAL EVALUATION/CRITERIA

Proposals will be evaluated by an Evaluation Committee for completeness and content, and will rank proposals received according to the following criteria:



Proposal Criteria – 100 Points Possible

<p>1. Qualification of Firm/Proposed Staff: <i>(0-40 points)</i></p> <ul style="list-style-type: none"> <li>a. Demonstrated success as an IT service consultant, including desktop, server, and cloud solutions.</li> <li>b. Experience working with State or local governments for at minimum 5 years.</li> <li>c. Experience of proposed staff, particularly the qualifications and level of involvement of key personnel, help desk staff, network administrators, etc.</li> <li>d. Strength and stability of the firm.</li> <li>e. Microsoft, Azure, Office 365 and cybersecurity licensed professional staff.</li> <li>f. Assessments of previous client references, as available.</li> <li>g. Ability to serve RTC Offices in person within 1 hour if needed.</li> <li>h. Cybersecurity education platform and clearly defined cybersecurity practices according to scope of services.</li> </ul>	<p>Points:</p>
<p>2. Approach to the Scope of Services: <i>(0-30 points)</i></p> <ul style="list-style-type: none"> <li>a. Clear, concise, and creative representation that demonstrates thorough understanding of the proposed scope of services.</li> <li>b. Methods of approach, work plan, and experience providing similar services.</li> <li>c. "Best Fit" assessment of the skill set offered by the Consultant and the needs desired by the RTC.</li> <li>d. Prior history of serving clients or employers in the manner described in the proposed scope of services.</li> <li>e. Capacity and ability to provide quality personnel in a timeframe that meets RTC's needs.</li> </ul>	<p>Points</p>
<p>3. Fees for Service <i>(0-30 points)</i></p> <p>This portion of the proposal will be evaluated based on reasonableness of the proposed costs to deliver the scope of services. Costs will be evaluated on costs the RTC or other comparable public agencies have paid for similar services, and in accordance with what is considered to be the industry's standard and customary costs for the services.</p>	<p>Points</p>



Any proposal that does not include enough information to permit the RTC to evaluate it using any one of the evaluation factors listed above will be considered non-responsive. A proposal that fails to include one or more items outlined under Section D – Proposal Content and Format (see above), may still be considered complete and generally responsive, if evaluation in every criterion is possible.

Interview and Selection: Following the review and evaluation of proposals, one or more Proposers may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of May 11 and will be held by video conference (Zoom) or in Santa Cruz County, California. Attendees at an interview should be restricted to those individuals who will have direct involvement in providing the services requested. The RTC expects that at a minimum the proposed key staff will attend the oral interview. Members of the firm’s management team may also attend. Upon completion of this step of the evaluation and selection process, the Evaluation Committee will re-rank the remaining firms in accordance with the evaluation criteria set forth above.

## **K. COMPLETION OF THE EVALUATION/SELECTION PROCESS**

The RTC may accept the proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If negotiations are unsuccessful, the RTC will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, the RTC may repeat the negotiations process with the next highest-ranked firm or, at their sole discretion, the RTC may reject all remaining proposals.

Based on the findings of the Evaluation Committee, and determination of a fair and reasonable cost proposal, staff and Executive Director of the RTC may recommend to the RTC Board that one or more consultants be selected to perform the work. The contract will be awarded to the firm(s) that presents the proposal that is the most advantageous to the RTC, based on the evaluation criteria and fair and reasonableness of the cost proposal.

This RFP does not commit the RTC to enter into an Agreement nor does it obligate the RTC to pay for any costs incurred in preparation and submission of proposals or in anticipation of an Agreement. The RTC is under no obligation to receive further information, written or oral, from any respondent.

The RTC reserves the right to:

1. Reject any or all proposals;
2. Issue subsequent Requests for Proposal;
3. Alter the selection process dates;
4. Remedy technical errors in the RFP process;
5. Approve or disapprove the use of particular subcontractors;
6. Negotiate with any, all, or none of the Proposers;
7. Solicit best and final offers from all or some of the Proposers;
8. Award a contract to one or more Proposers;



9. Accept other than the lowest offer; and/or,
10. Waive informalities and irregularities in proposals.

## **Selection Disputes**

Respondents not selected for interview or contract award will be informed by phone, 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.

Protest procedures are provided to allow proposers an opportunity to formally protest a procurement. The RTC will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest which does not strictly comply with the RTC protest procedures will be rejected.

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 and either mailed or hand delivered to the RTC Contract Manager and must include an explanation of the basis for the objection. The date of filing will be the date that the RTC receives the protest.

1. Protests relating to the content of the solicitation (i.e. RFP, RFQ, IFB) must be filed no later than 4:00 PM on the fifth business day after the date of the solicitation or addendum with the revised content is released to the public; or
2. Protests relating to a notice of non-responsiveness or not meeting the minimum qualifications must be filed no later than 4:00 PM (PT) on the fifth day after the date of such notice; or
3. Protests relating to failure to make shortlist must be filed no later than 4:00 PM (PT) on the fifth day of business following the protester's receipt of a notice regarding the shortlisting; or
4. Protests relating to the notification that a Proposer was not recommended for selection or that another Proposer was recommended for selection must be filed no later than 4:00 PM (PT) on the fifth day of business following the protester's receipt of such notice.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC authorizes the award. A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. The RTC Contract Manager will respond to the objection in writing within thirty business 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 will respond to the appeal within ten business days and the decision will be final.

### III. GENERAL CONDITIONS

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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 (Attachment A.). 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.

- 5. 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.
- 6. 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: <https://sccrtc.org/about/working-with-the-rtc/#consulting>.
- 7. 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.
- 8. Contract:** Any contract proposed with a selected respondent shall comply with all public contracting statutes applicable in the State of California. RTC's sample contract is enclosed as *Attachment B*. Respondents shall be prepared to accept the terms and conditions of the sample contract provided herein, which include requirements for compensation, financial auditing and management requirements, indemnity, and insurance.

If a Proposer desires to take exception to the above, Proposer shall provide the following information using *Form 2 "Exceptions to the Contract."* 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.

- 9. Conflict of Interest:** The prospective consultant shall demonstrate no conflicts of interest, and a commitment to avoid potential future conflicts that might arise from work performed for others, or current or past associations or relationships that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such interest. Violation of this provision may result in the contract being deemed void and unenforceable.

By submitting a proposal, the Proposer represents and warrants that no commissioner, officer, or employee of RTC is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

Prospective consultants shall disclose any financial, business or other relationship with RTC that may have an impact upon the outcome of this contract. 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.

- 10. 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.
- 11. 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, such as policy documents, as applicable. Guidance on ADA remediation of documents is available at: <https://www.section508.gov/create/>

- 12. Non-discrimination:** RTC's Nondiscrimination Plan is available on our website (<https://www.sccrtc.org/wp-content/uploads/2025/01/2025-RTCTitleVI-Program.pdf>). It is the policy of RTC 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 RTC'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.

Pursuant to Title VI of the Civil Rights Act of 1964 – disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation.

- 13. Financial Management and Accounting System Requirements:** Contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 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.

### [ATTACHMENTS TO REQUEST FOR PROPOSALS:](#)

- Attachment A: Scope of Services
- Attachment B: RTC Sample Contract
- Required Forms and Attachments (online)
  - i. [Form 1](#): California Levine Act Statement
  - ii. [Form 2](#): Exceptions to the Agreement



# **ATTACHMENT A**

## **SCOPE OF WORK**

### **1. PURPOSE**

The Santa Cruz County Regional Transportation Commission (RTC), acting as the Regional Transportation Planning Agency (RTPA), seeks qualified consultant services to provide comprehensive Information Technology (IT) support, cybersecurity, and infrastructure management. Services shall ensure secure, reliable, and efficient IT operations in compliance with applicable federal, State of California, and local regulations.

### **2. BACKGROUND**

RTC operates a hybrid IT environment consisting of on-premises server infrastructure, cloud-based Microsoft 365 services, end-user devices, and multiple third-party systems. RTC is actively transitioning toward a cloud-based environment (e.g., SharePoint and/or Azure). The selected consultant shall support current operations while facilitating this transition. The consultant will coordinate with RTC staff, the County of Santa Cruz, and third-party vendors supporting telecommunications, website hosting, and software platforms.

### **3. SCOPE OF SERVICES**

The Consultant shall provide the following services:

#### **3.1 Service Desk and End-User Support**

- Provide help desk services for RTC staff during standard business hours (minimum Monday–Friday, 6:00 AM–6:00 PM Pacific Time, excluding recognized holidays, additionally help desk should have an on-call function and rate for weekends and hours outside the previously mentioned hours.).
- Provide remote troubleshooting and resolution of IT issues related to hardware, software, and network systems.
- Provide onsite support when remote resolution is not feasible, subject to RTC authorization.
- Maintain a centralized ticketing system accessible to all RTC staff.
- Configure, deploy, and maintain end-user devices, including laptops and mobile devices.

#### **3.2 IT Infrastructure and Network Management**

- Monitor, manage, and maintain RTC network infrastructure, including servers, endpoints, wireless systems, and network devices.
- Ensure availability, reliability, and performance of network systems.
- Maintain secure and functional wireless (Wi-Fi) and Virtual Private Network (VPN) systems, including coordination with County systems where applicable.
- Coordinate with internet service providers to minimize service disruptions.
- Assess and remediate inefficiencies, redundancies, or unsupported configurations within the existing IT environment.
- Build out an Azure Virtual network per specifications provided to host a fileshare



(1TB) and virtual desktop GPU enabled (NVads10\_v5 or similar) accessible via secure remote desktop or VPN. Final specifications will be discussed with RTC GIS Planning team.

- Plan and migrate phone system into Microsoft Teams, including current phone number porting and phone number migration and/or forwarding.
- Roll out CoPilot AI solutions integrated with Office 365 as aligned with RTC policy and governance practice.

### 3.3 Cloud and Systems Administration

- Administer and support RTC's Microsoft 365 environment, including Outlook, SharePoint, and Teams.
- Support ongoing migration from on-premises servers to cloud-based systems.
- Evaluate existing server infrastructure and recommend repurposing strategies (e.g., local backup systems).
- Manage system configurations to ensure secure and efficient access to data and applications.

### 3.4 User and Access Management

- Provision, modify, and deactivate user accounts in accordance with RTC direction.
- Manage user permissions and access controls across all systems.
- Ensure adherence to least-privilege access principles and security best practices.
- Facilitate public record request file search and retrieval based on RTC procedures and policies.

### 3.5 Cybersecurity and Compliance

- Develop, implement, and maintain a comprehensive cybersecurity program aligned with industry standards (e.g., NIST Cybersecurity Framework, CIS Controls).
- Implement Multi Factor Authentication (MFA) for all devices and applicable accounts.
- Conduct periodic risk assessments and vulnerability testing, including penetration testing as appropriate.
- Implement security controls and remediation measures based on assessment findings.
- Provide ongoing cybersecurity awareness training for RTC staff.
- Maintain endpoint protection systems, including antivirus, anti-malware, and spam filtering.
- Ensure timely deployment of security patches and updates.

### 3.6 Backup, Business Continuity, and Disaster Recovery

- Implement and maintain data backup systems, including real-time or near-real-time server backups as applicable or needed.
- Ensure proper configuration and operation of cloud-based backup solutions (e.g., SharePoint/OneDrive).
- Develop and maintain a Disaster Recovery Plan (DRP) and Business Continuity Plan (BCP).
- Provide recovery services in the event of system failure, data loss, or cybersecurity



incidents.

- Develop a decommissioning plan and purposeful reuse of existing servers.

### 3.7 System Maintenance and Patch Management

- Perform routine system maintenance to ensure optimal performance and reliability.
- Manage and deploy operating system and application patches for servers and endpoints.
- Monitor and maintain performance of installed applications and systems.

### 3.8 Vendor Coordination

- Coordinate with RTC's third-party vendors, including but not limited to:
  - Telecommunications providers
  - Website hosting and development services
  - Software and cloud service providers
- Facilitate resolution of cross-system issues impacting RTC operations.

### 3.9 Monitoring, Reporting, and Service Levels

- Provide continuous system monitoring and automated alert management.
- Respond to service requests in accordance with the following minimum Service Level Agreements (SLAs):
  - Critical issues: response within two (2) hours
  - Non-critical issues: response within one (1) business hour
  - Onsite support: next business day, unless otherwise agreed
- Provide monthly reports summarizing:
  - Service requests and resolutions
  - System performance and incidents
  - Security updates and risks
- Provide RTC with access to a client portal for real-time tracking of service requests.

### 3.10 Strategic IT Planning and Annual Review

- Conduct an annual IT assessment, including infrastructure, security, and operational performance.
- Provide a written report with findings and prioritized recommendations.
- Support RTC in long-term IT planning, including cloud migration and technology lifecycle management.

### 3.11 Training and Change Management

- Provide training for RTC staff on IT systems and tools.
- Support IT onboarding of new employees.
- Deliver training via workshops, documentation, and recorded sessions.

## 4. FUTURE SERVICES (AS BUDGET IS AVAILABLE AT RTC'S DISCRETION)

### 4.1 Cloud Migration Services

- Plan and implement migration of on-premises systems to cloud platforms (e.g., Microsoft Azure, SharePoint).



- Configure identity management and file access systems.
- Conduct testing, deployment, and user training.

#### 4.2 Asset Lifecycle Management

- Develop and maintain an IT asset lifecycle plan, including replacement schedules and budgeting support.

### 5. PERFORMANCE STANDARDS AND COMPLIANCE REQUIREMENTS

The Consultant shall:

- Perform all services in accordance with generally accepted industry standards.
- Comply with all applicable federal, State of California, and local laws and regulations.
- Maintain confidentiality and security of RTC data.
- Be prepared to support audits, including documentation of systems, controls, and activities.
- Maintain appropriate insurance coverage as required by RTC contract provisions.

### 6. DELIVERABLES

At a minimum, the Consultant shall provide:

- Functional help desk and ticketing system
- Monthly service and performance reports
- Cybersecurity plan and updates
- Backup and disaster recovery documentation
- Annual IT assessment report
- Documentation of system configurations and changes

### 7. COORDINATION AND COMMUNICATION

The Consultant shall:

- Designate a primary point of contact
- Coordinate regularly with RTC staff and relevant external partners
- Provide clear, timely communication regarding system issues, risks, and planned changes



**ATTACHMENT B**

**Contract No. TPXXXX**

**PROFESSIONAL SERVICES**  
**INDEPENDENT CONSULTANT AGREEMENT**

**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 AGREEMENT 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 agrees to perform services as specified in the 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 document 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 AGREEMENT.

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

- C. No person named in paragraph B of this Article, 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. This AGREEMENT includes the subcontractors and/or subconsultants listed in Cost Proposal (Exhibit X).

- 2. COMPENSATION.** In consideration for CONSULTANT’S performance of the services described in the Scope of Services (Exhibit X), COMMISSION shall compensate CONSULTANT at a fixed monthly service rate of \$<<XXXX>>, as set forth in the Cost Proposal (Exhibit X) dated <<Date>>, which is incorporated herein by this reference. CONSULTANT may perform additional services as required, only upon the COMMISSION Contract Manager’s prior approval, and any such approved services shall be compensated at the applicable hourly rates set forth in Exhibit X.



- A. The total compensation payable under this AGREEMENT, including all fees and reimbursable expenses, shall not exceed \$<<XXXX>>.
- B. Reimbursable expenses shall be limited to those approved in advance by the COMMISSION'S Contract Manager. CONSULTANT shall submit supporting documentation with all expenses.
- 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. No payment shall be made prior to approval of any work, nor for any work performed prior the execution of this AGREEMENT.
- E. CONSULTANT shall be reimbursed no more frequently than monthly, in arrears, following the COMMISSION'S receipt and approval of itemized invoices. Invoices shall be sent electronically to the Contract Manager:

Yesenia Parra, Administrative Services Officer  
[yparra@sccrtc.org](mailto:yparra@sccrtc.org) and [accountspayable@sccrtc.org](mailto:accountspayable@sccrtc.org)

The invoices must include the following information:

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

**3. TERM.**

- A. The AGREEMENT shall end on <<Date>>, unless earlier terminated or extended by AGREEMENT amendment.

**4. TERMINATION.**

- A. COMMISSION reserves the right to terminate this AGREEMENT upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COMMISSION may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this AGREEMENT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT prior to termination, unless the cost



of completion to COMMISSION exceeds the funds remaining in the AGREEMENT. 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.

- C. Upon completion or termination of the Services, or upon COMMISSION'S written request, CONSULTANT shall promptly return or securely delete all COMMISSION data in its possession or control, including all copies thereof, and shall certify in writing that such return or deletion has been completed and that no COMMISSION data has been retained.

**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 AGREEMENT to the extent caused by recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, 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, Tthe 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, subconsultants, 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, subconsultants employees, volunteers, and agents engaged in the performance of this AGREEMENT (including, without limitation, unemployment insurance, social security, and payroll tax withholding). In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT 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, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.
- C. The provisions of this section shall survive expiration, termination, or suspension of this AGREEMENT.



## 6. **INSURANCE.**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

CONSULTANT shall procure and maintain for the duration of the contract insurance claims arising out of their professional services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONSULTANT, at its sole cost and expense, for the full term of this AGREEMENT, 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 AGREEMENT, 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: products and completed operations, bodily and personal injury, advertising injury, broad form property damage, contractual liability, and cross-liability.
4. Technology Professional Liability Errors and Omissions Insurance appropriate to the CONSULTANT'S profession and work hereunder, with limits not less than two million dollars (\$2,000,000) per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the 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 the COMMISSION in the care, custody, or control of the CONSULTANT. If not covered under the CONSULTANT'S liability policy, such "property" coverage of the COMMISSION may be endorsed onto the CONSULTANT'S Cyber Liability Policy as covered property as follows:
    - (i) 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 the COMMISSION that will be in the care, custody, or control of CONSULTANT.
    - (ii) The Insurance obligations under this AGREEMENT shall be the greater of 1—all the Insurance coverage and limits carried by or available to the 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 COMMISSION. No representation is made that the minimum Insurance requirements of this AGREEMENT are sufficient to cover the indemnity or other obligations of the CONSULTANT under this AGREEMENT.
5. If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this AGREEMENT, that greater amount shall become the minimum required amount of insurance for purposes of this AGREEMENT. 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 AGREEMENT.

#### B. Other Insurance Provisions

1. If any insurance coverage required in this AGREEMENT 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 AGREEMENT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this AGREEMENT (hereinafter "POST AGREEMENT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST AGREEMENT 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 AGREEMENT 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 electronically to:

[contracts@sccrtc.org](mailto:contracts@sccrtc.org)

4. If any insurance policy of CONSULTANT required by this AGREEMENT 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 AGREEMENT so as to not prevent any of the parties to this AGREEMENT 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. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this AGREEMENT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

- A. CONSULTANT warrants that in the performance of this AGREEMENT, 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 AGREEMENT, CONSULTANT agrees to the following:

- A. The CONSULTANT and its subconsultants 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, 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 and subconsultants 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 AGREEMENT 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 AGREEMENT.
- 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 and its subconsultants 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 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 AGREEMENT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the AGREEMENT in whole or in part. CONSULTANT may also be declared ineligible for further agreements 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 certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.
- 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.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**11. LICENSES.** If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors 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 AGREEMENT, 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 CONSULTANT 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, etc.) and all payment of all payroll related taxes and withholding. CONSULTANT is not entitled to any employee benefits provided by the COMMISSION, including any pension or PERS 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 agreement, 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.

- B. By their signatures to this AGREEMENT, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this AGREEMENT is in fact an independent CONSULTANT.

**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, subconsultants, 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 state, State Auditor, COMMISSION, or any duly authorized representative of the 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. Subcontracts in excess of \$25,000 shall contain this provision.

**14. INSPECTION OF WORK.** The CONSULTANT and any subconsultant 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 AGREEMENT including review and inspection on a daily basis.



**15. ACKNOWLEDGMENT.** CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

**16. WORK PRODUCTS/OWNERSHIP OF DATA.** All material, data, information, and written, graphic or other work produced under this AGREEMENT 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.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, policies, and other products produced as part of this AGREEMENT (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.

B. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

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.

**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.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

- 18. ACCESS TO AGENCY SYSTEMS.** Access to COMMISSION systems or COMMISSION data shall be limited to CONSULTANT personnel who have a legitimate need to perform the Services. CONSULTANT shall ensure that all such access is individually assigned and that shared or generic accounts are not used. CONSULTANT shall protect authentication credentials against unauthorized use and shall comply with all COMMISSION information technology and security policies provided in writing, including requirements relating to password management, multi-factor authentication, and acceptable use. CONSULTANT shall promptly terminate access for any personnel who no longer require such access, including upon reassignment or separation.
- 19. CYBERSECURITY.** CONSULTANT shall implement and maintain administrative, technical, and physical safeguards designed to protect COMMISSION systems and COMMISSION data from unauthorized access, use, disclosure, alteration, or destruction. Such safeguards shall be consistent with generally accepted industry practices and informed by applicable guidance issued by the National Institute of Standards and Technology and the Center for Internet Security.
- 20. USE AND PROTECTION OF AGENCY DATA.** CONSULTANT shall use COMMISSION data solely for the purpose of performing the Services and shall not use, disclose, or make available such data for any other purpose. CONSULTANT shall not copy, download, remove, or otherwise duplicate COMMISSION data except as strictly necessary to perform the Services. CONSULTANT shall not store COMMISSION data on personal devices or on systems not expressly authorized by COMMISSION. To the extent that temporary local storage of COMMISSION data is necessary, CONSULTANT shall ensure that such data is encrypted using industry-standard encryption methods and securely deleted upon completion of the applicable task or upon request by COMMISSION.
- 21. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.**
- A. CONSULTANT agrees that the AGREEMENT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31



or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.

- D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. CONSULTANT and subconsultant 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, subrecipients/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

## **22. AUDIT REVIEW PROCEDURES.**

- A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by the COMMISSION'S Contract Manager.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director's determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the COMMISSION.
- C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

## **23. 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 AGREEMENT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.



- C. CONSULTANT shall not permit any subcontractor or third party to access COMMISSION systems or data without the prior written consent of COMMISSION. CONSULTANT shall ensure that any approved subcontractor is bound by written obligations that are no less protective than those set forth in this AGREEMENT. CONSULTANT shall remain fully responsible for the acts and omissions of its subcontractors.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.
- 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. All subcontracts entered into as a result of this AGREEMENT shall contain ALL the provisions stipulated in this AGREEMENT to be applicable to subconsultants.

**24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this AGREEMENT 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 AGREEMENT 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.

**25. INCIDENT NOTIFICATION AND RESPONSE.** CONSULTANT shall notify COMMISSION in writing without undue delay, and in no event later than twenty-four (24) hours after discovery, of any actual or reasonably suspected unauthorized access to COMMISSION systems or COMMISSION data, or of any loss, theft, or compromise of devices that may contain COMMISSION data. CONSULTANT shall cooperate fully with COMMISSION in investigating, mitigating, and remediating any such incident, including by providing relevant information and access to personnel as reasonably requested by COMMISSION.

**26. COMPLETE AGREEMENT.**

- A. AGREEMENT: The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate 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 AGREEMENT as evidenced by the signatures below.
- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the



rights of COMMISSION as set forth in this AGREEMENT subsequent to, and in accordance with the authorization granted by the COMMISSION.

C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This AGREEMENT 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT shall not be construed as a waiver for any future performance of such term(s) or conditions.

Attachments are:

- Exhibit X: Scope of Services
- Exhibit X: Fee Schedule
- Exhibit X: Levine Act Statement

SAMPLE



The undersigned represents and warrants that they are duly authorized to execute and deliver this AGREEMENT 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 1

Address 2

Telephone

Email address

**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 Contracts, CONSULTANT

