

February 20, 2025

RE: Request for Proposal (RFP) for State Advocacy Services, #2025-02

Dear Proposers,

Eastern Contra Costa Transit Authority (dba:Tri Delta Transit) invites you to submit a proposal to provide state advocacy support services in regulatory, legislative, operations, and funding issues of interest to Tri Delta Transit as further detailed in the Scope of Services, Appendix A, to this RFP ("Services").

Proposers may submit a proposal to provide state advocacy support services, in accordance with the Cost Proposal Form (Form 5). Costs must include, but not be limited to, all labor, shipping, postage, materials, supplies, taxes, overhead, insurance, and profit and all other costs necessary to perform the work. A Proposer's failure to submit a Cost Proposal may result in rejection of the proposal as non-responsive.

Tri Delta Transit anticipates awarding a contract for a one-year term, with two (2) one-year extensions, to the highest-ranked Proposer or Proposers. The successful Proposer or Proposers will execute an Agreement for Services for a not-to-exceed (NTE) compensation amount.

Tri Delta Transit intends to adhere to the following solicitation timeline, which is subject to change at its discretion:

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Issued	<b>February 20, 2025</b>
Questions, and Requests for Clarification/ (RFCs) Due	<b>March 6, 2025 prior to 2:00 p.m.</b>
<b>Proposals Due</b>	<b>March 20, 2025 prior to 2:00 p.m.</b>
Interviews (if required)	<b>Week of March 31</b>
Contract Award (tentative)	<b>April 23, 2025</b>

All Questions and/or RFCs must be submitted in writing by email to Joe Chappelle at **[procurement@eccta.org](mailto:procurement@eccta.org)**.

Tri Delta Transit's written response to Questions and/or RFCs will be posted on Tri Delta Transit's website or will be emailed to Proposers who received a copy of the RFP. Please refer to the above solicitation timeline.

Proposals will be received via hard copy or the Bid Express platform **until 2:00 p.m.** on March 20, 2025. Submission of a proposal constitutes a firm offer to Tri Delta Transit for 60 days from the submission deadline for proposals. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP unless clearly and

specifically noted in the proposal submitted and confirmed in the Agreement between Tri Delta Transit and the firm selected. The Bid Express platform can be reached:

<https://www.bidexpress.com/businesses/72695/home>

For questions regarding this RFP, please contact Joe Chappelle at [procurement@eccta.org](mailto:procurement@eccta.org).

Sincerely,

Rashidi Barnes  
Chief Executive Officer

Attachments

## **1. PROPOSAL CONTENTS AND REQUIREMENTS**

### **A. Company Qualifications & Approach to Scope of Services**

Each Proposer must complete Proposal Cover Form (Form 1) and provide information about its company so that Tri Delta Transit can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP.

The successful proposer will demonstrate its approach to the scope of services in its proposal, including, but not limited to, information demonstrating that the Proposer:

- Has demonstrated and tangible experience successfully representing and advocating for clients.
- Has demonstrated experience with lobbying for successful outcomes, particularly in a public transit environment.
- Demonstrated experience with advocating for Bay Area transit agencies.
- Has a demonstrated understanding of local, state, and federal legislative and regulatory conditions, Tri Delta Transit's project goals, and Tri Delta Transit's desired outcomes.

Proposers must describe the qualifications and experience of the proposed project team. The proposal must adequately demonstrate the Proposer's understanding of the project, specifically including its demonstrated ability to satisfy the requirements of the Scope of Work, and Tri Delta Transit's desired outcomes. The proposal must also identify any critical issues for the project and propose methods to address and track those issues, including any conflict-of-interest issues that might arise.

Proposers must describe their experience in providing the specified services for similar operations and/or entities, including public transportation agencies, if any (refer to Appendix A). Additionally, Proposers must provide a minimum of three (3) and a maximum of five (5) references of clients for whom, within the past five (5) years, the Proposer has provided similar services as those called for in this RFP. For each submitted Reference Form (Form 2), Proposers must supply a brief description of the services provided, the timeframe the services were provided, and current client contact information.

If the Proposer is a joint venture partner, an executed copy of the Joint Venture Agreement must be included with the proposal. The organizational arrangement and specific areas of responsibility (including administrative, technical, and financial) for each member of the joint venture must be outlined.

## **B. Cost Proposal**

Proposers must submit a Cost Proposal on Form 5 that includes a monthly retainer for state advocacy support services. All services and costs will be included in the retainer, including but not limited to, all labor, shipping, postage, materials, supplies, taxes, overhead, insurance, and profit and all other costs necessary to perform the work. A Proposer's failure to submit a Cost Proposal may result in rejection of the proposal as non-responsive.

## **C. Use of Subconsultants**

A Consultant intending to use any subconsultants to perform the Services must do so in accordance with the requirements of this RFP. Any and all subconsultants must be listed on the Designation of Subconsultants/Suppliers Form (Form 4), submitted with the proposal and approved by Tri Delta Transit prior to contract award.

## **D. Addenda to RFP**

Tri Delta Transit reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written Addenda.

Only signed Addenda, issued by Tri Delta Transit's authorized personnel, are binding. Proposers are required to acknowledge receipt of all Addenda, if any, during the submission of their proposals.

All Addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual addendum in their proposals on the Proposal Cover Form, (Form 1). Proposer's failure to acknowledge in its proposal receipt of Addenda may, at Tri Delta Transit's sole option, cause the proposal to be rejected.

## **E. Conflicts of Interest**

By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of Tri Delta Transit is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under the Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of

the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

## **2. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

Tri Delta Transit intends to award one or more contracts to the highest-ranked, most qualified, responsible Proposer(s) that submits a responsive proposal for the provision of the Services. Tri Delta Transit reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their proposals.

### **A. Selection Committee**

A Selection Committee (Committee), which will include members of Tri Delta Transit's staff and possibly one or more outside experts, will review and rank the proposals submitted for each Project. The Committee's evaluation for all steps of the evaluation process will comprise the official record for the proposal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

### **B. Proposal Evaluation Process**

The Proposers' proposal will be evaluated utilizing the criteria identified below. In ranking proposals, Tri Delta Transit will consider the proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer(s) (i.e. references).

<b>Evaluation Criteria</b>	<b>Possible Technical Outcome</b>
<b>Company Qualifications, Experience &amp; References:</b> <ul style="list-style-type: none"> <li>• Proposer’s qualifications to perform the Services, specifically including its demonstrated ability to satisfy the requirements of the Scope of Work.</li> <li>• Demonstrated experience with advocating for Bay Area transit agencies.</li> <li>• Demonstrated experience with lobbying with successful outcomes, particularly in a public transit environment.</li> </ul>	<b>0 – 30 POINTS</b>
<b>Qualifications of Personnel:</b> <ul style="list-style-type: none"> <li>• Key Personnel’s qualifications to perform the Services.</li> <li>• Key Personnel’s relevant experience performing work that is the same or similar to the Services.</li> </ul>	<b>0 – 30 POINTS</b>
<b>Reasonableness of Cost:</b> <ul style="list-style-type: none"> <li>• Proposer’s reasonableness of retainer costs.</li> </ul>	<b>0 – 20 POINTS</b>
<b>Approach to Scope of Services:</b> <ul style="list-style-type: none"> <li>• The Consultant’s proposal adequately describes approach to the scope of work described in Section 1A and Appendix A.</li> <li>• Demonstrated understanding of local conditions, project goals and desired outcomes.</li> </ul>	<b>0 – 20 POINTS</b>
<b>Maximum Total =</b>	<b>100 POINTS</b>

**C. Revised Proposals, Interviews and Negotiations**

Following the initial review and screening of proposals, one or more Proposers may be invited to participate in the next step of the selection process.

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

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

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

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

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

### **3. CONFIDENTIALITY**

#### **A. Confidentiality and Waiver of Claims**

1. The California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between Tri Delta Transit and the Proposer, is a public record that must be made available to the public.

2. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that Tri Delta Transit withhold from disclosure the exempt information by submitting:
  - a) an unredacted copy of the proposal marking each page containing such exempt information as confidential; and
  - b) a redacted copy of the proposal that redacts the purportedly exempt information; and
  - c) a separate "confidentiality index" including all of the following information:
    - (1) The section and page number of the proposal where the information is located; and
    - (2) An explanation of why the information is exempt from disclosure under the CPRA.
3. By submitting a proposal, Proposer:
  - a) consents to the release of the redacted version of the proposal; and
  - b) consents to the release of any portion of its proposal not included in the confidentiality index; and
  - c) waives all claims against Tri Delta Transit, its directors, officers, employees and agents, for the disclosure of such information.
4. If the Proposer does not include a confidentiality index in its proposal, Tri Delta Transit will have no obligation to withhold any information from disclosure and may release the information sought without liability to Tri Delta Transit.
5. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the proposal, the redacted version prevails.
6. A Proposer may not designate its entire proposal as confidential. Tri Delta Transit will not honor such designations and will disclose submittals so designated to the public without liability to Tri Delta Transit.

#### **4. WAIVER**

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



## **5. CONTRACTUAL REQUIREMENTS**

### **A. Agreement for Services**

The selected Proposer for the provision of the Services will be required to execute an Agreement with Tri Delta Transit describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. Submittal of a proposal must be deemed acceptance of all of the terms set forth in this RFP and the Sample Agreement unless the Proposer(s) includes with its proposal, in writing, any modifications requested to the RFP and/or Sample Agreement as set forth on the Exception Form (Form 3). No exceptions may be requested after the deadline for the submittal of proposals.

### **B. Disadvantaged Business Enterprises (DBE) Policy**

Tri Delta Transit is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. Proposers are encouraged to obtain DBE participation on this project, although no contract-specific DBE participation goal has been established for this contract. Proposers must cooperate with Tri Delta Transit in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use their best efforts to ensure that barriers to DBEs participation do not exist.

### **C. Insurance and Indemnification Requirements**

Proposers are instructed to carefully review the insurance and indemnification provisions set forth in the Insurance Requirements (Appendix C) and Sample Agreement (Appendix B) and provide evidence of Proposer's acceptance and ability to comply.

Proposers shall submit evidence of ability to provide insurance and meet the stated insurance requirements of Tri Delta Transit. Said evidence shall take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained. If the certificate does not cover the requirements as specified in the Insurance Requirements (Appendix C), verification of availability of required insurance must otherwise be provided.

#### **D. Ukraine/Russia Related Sanctions**

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

#### **6. PROPOSAL SUBMISSION CHECKLIST**

To expedite the release of proposal documents to reviewers, you are instructed to provide the required documents in Adobe PDF format (unless otherwise noted) as follows:

1.  Form 1: Proposal Cover Form
2.  Proposal (RFP, Section 1)
3.  Insurance Requirements: Certificate of Insurance or Letter from Insurance Broker (RFP, Section 5.C and Appendix C)
4.  Form 5: Cost Proposal
5. Forms 2, 3, and 4:
  - Form 2: Reference Form
  - Form 3: Exception Form
  - Form 4: Designation of Subconsultants/Suppliers

## **FORMS**

Form 1 – Proposal Cover Form

Form 2 – Reference Form

Form 3 – Exception Form

Form 4 – Designation of Subconsultants/Suppliers

Form 5 – Cost Proposal Form

## **APPENDICES**

Appendix A – Scope of Services

Appendix B – Sample Agreement for Services

Appendix C – Insurance Requirements

**FORM 1: PROPOSAL COVER FORM**

**PROPOSAL COVER FORM  
for  
STATE ADVOCACY SERVICES  
RFP # 2025-01**

Tri Delta Transit  
801 Wilbur Avenue  
Antioch, CA

**A. GENERAL INFORMATION**

DATE SUBMITTED: \_\_\_\_\_

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:

\_\_\_\_\_

**PROJECT(S) FOR WHICH YOU ARE PROPOSING IN THIS SUBMITTAL:**

\_\_\_\_\_

**B. PROPOSAL CONTACT PERSON INFORMATION**

NAME AND TITLE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS, IF DIFFERENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

OFFICE PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

**C. CONDITIONS:**

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

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3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for 60 days from the date of Proposal submittal.

4. The undersigned is prepared to sign the Sample Agreement for Services without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, has included such requested modifications in its proposal. Exceptions, or modifications, if any, should be clearly identified and submitted on the Exception Form (Form 3).

**SIGNED:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**\*Note:**

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

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

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

**FORM 2: REFERENCE FORM**

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

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

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

**Scope and Status of Contract:** \_\_\_\_\_

\_\_\_\_\_

**Other:** \_\_\_\_\_

\_\_\_\_\_

_____	_____
Name	Telephone Number
_____	_____
Title	Email Address

**Note: *Please complete this form for each reference provided***

**FORM 3: EXCEPTION FORM**

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

COMPANY NAME: \_\_\_\_\_

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

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



**FORM 4: DESIGNATION OF SUBCONSULTANTS/SUPPLIERS**

Proposer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Is your firm a Disadvantaged Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_

Firm's Annual Gross Receipts: \_\_\_\_\_

Age of Firm: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

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

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

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

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

**FORM 5: COST PROPOSAL**

**State Advocacy Services  
Request for Proposals #2025-01**

*The below proposal prices are an all-inclusive retainer, inclusive of labor, materials, taxes, insurance, overhead, profits, all reasonable business and travel expenses, and all other costs necessary to perform the work in accordance with the contract documents.*

**Monthly Retainer for State Advocacy Services**

**\$ \_\_\_\_\_**

**Appendix A**

**SCOPE OF WORK**

## **SCOPE OF WORK**

### **STATE AND FEDERAL ADVOCACY SERVICES**

This Scope of Work intends to support Tri Delta Transit's legislative priorities, as well as other areas Tri Delta Transit may need advocacy services. The successful Proposer(s) is/are expected to perform the following tasks:

#### **STATE ADVOCACY SERVICES**

- Meet with Tri Delta Transit executive and legislative staff on a regular basis.
- Provide monthly written reports to the Tri Delta Transit Board of Directors or Committees, and presentations upon request.
- Represent and advocate on behalf of Tri Delta Transit with relevant State agencies and related interest groups, including but not limited to the following: the Governor's Administration, California State Transportation Agency (CalSTA), Caltrans, California Transportation Commission (CTC), California Air Resources Board (CARB), California Energy Commission (CEC), Occupational Safety and Health Administration (OSHA), California Highway Patrol (CHP), the Metropolitan Transportation Commission (MTC), and the State Legislature.
- Facilitate meetings with legislators and legislative staff, key personnel with the aforementioned state agencies to promote Tri Delta Transit projects and priorities and address Tri Delta Transit concerns.
- Assist with and support State funding requests for Tri Delta Transit projects and priorities.
- Develop and maintain contact with members of the Legislature and state agencies to facilitate regular communication about Tri Delta Transit's projects and priorities.
- Identify and evaluate the potential impacts of proposed state legislation, policies, and regulations on Tri Delta Transit.

**Appendix B**

**Sample Agreement for Services**

## PROFESSIONAL SERVICES AGREEMENT

FOR

### State Advocacy Services

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Eastern Contra Costa Transit Authority, (hereinafter called "AUTHORITY") an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500 *et seq.*, and \_\_\_\_\_ hereinafter called "CONSULTANT".

#### RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, AUTHORITY desires to engage CONSULTANT to provide professional services in the AUTHORITY;

WHEREAS, CONSULTANT is qualified to provide such services to the AUTHORITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

#### TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire on \_\_\_\_\_. (b) Notwithstanding the provisions of (a) above, AUTHORITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as AUTHORITY may determine in its sole discretion. (c) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should

CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of AUTHORITY's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to AUTHORITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever AUTHORITY determines that such termination is in AUTHORITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

The Contractor may request three percent (3%) increases for services year over year for the life of the contract to account for inflation, subject to ECCTA approval. The request must be received by ECCTA, in writing, at least 90 days before the increase is to occur.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of AUTHORITY including, without limitation, CONSULTANT's transmittal of all deliverables to AUTHORITY required by EXHIBIT A.

AUTHORITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until AUTHORITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then AUTHORITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and



diligent progress but taking into account any adverse impacts upon AUTHORITY. AUTHORITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the AUTHORITY. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing

professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by AUTHORITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of AUTHORITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as AUTHORITY's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that AUTHORITY provides to AUTHORITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as AUTHORITY's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; as applicable, provided that AUTHORITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to AUTHORITY of AUTHORITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its Board of Directors, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, AUTHORITY, its Board of Directors, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify AUTHORITY, its Board of Directors, officers, employees, volunteers and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT agrees to defend with legal counsel reasonably acceptable to the AUTHORITY.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to AUTHORITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, AUTHORITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse AUTHORITY for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and



21. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with AUTHORITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing AUTHORITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.
22. Liability of AUTHORITY. Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, AUTHORITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement.

Notwithstanding any other provision of this Agreement, in no event shall AUTHORITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

AUTHORITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by AUTHORITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless AUTHORITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, AUTHORITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which AUTHORITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of AUTHORITY or

CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

25. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Dated: \_\_\_\_\_

\_\_\_\_\_

Rashidi Barnes, CEO  
ECCTA

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_

Eli Flushman, General Counsel  
ECCTA

CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_

(Type Name & Title of CONTRACTOR Authorized to Sign)



**Appendix C**

**Insurance Requirements**

## **Insurance Certificates, Riders, Stipulations**

Prior to commencement of work, the successful contractor shall furnish original certificates of insurance showing a commencement date no later than the effective date of the contract. The insurance shall be in compliance with the stipulations outlined in the scope of work.

With respect to all coverages, the certificates of insurance shall include a stipulation that the insurer will notify ECCTA no less than 30 calendar days prior to any change, termination or cancellation of the insurance policy or coverage's provided under such policy.

With respect to all coverages, the certificates of insurance shall indicate that ECCTA, its directors, officers, agents, and employees are additional insureds under said policies and that the contractor's policies are primary and no insurance of ECCTA shall be called upon to contribute to any loss up to the limits of contractor's policy.

The contractor shall indemnify, keep and hold harmless, ECCTA, its directors, officers, agents, or employees against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or its employees, and the contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against ECCTA in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

## **Insurance Requirements**

### **Worker's Compensation**

The contractor, at its own cost and expense, shall carry and maintain Statutory Worker's Compensation Insurance and Employer's Liability Insurance with limits not less than \$1,000,000 with an insurance carrier that is satisfactory to ECCTA that has a Best's rating of no less than A: VII.

### **General Liability**

The contractor, at its own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$1,000,000 per occurrence combined single limit coverage, and \$2,000,000 in general aggregate. Such coverage shall include, but shall be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting

from activities contemplated under the contract. The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change. The following endorsements shall be included with the policy:

- The policy shall cover on "an occurrence basis."
- The policy shall cover personal injuries as well as bodily injuries. The exclusion of contractual liability must be eliminated from personal injury endorsement.
- The policy shall cover contractual liability insuring the obligations assumed by contractor under the contract.
- ECCTA, its officers, agents, and employees shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance held by ECCTA will be called upon to contribute.

#### Vehicle Liability

The contractor, at its own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$2,000,000 combined single limit and aggregate. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles, as well as bodily injury, property damage, collision and comprehensive, and include coverage for damage to ECCTA vehicles.

The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change.

#### Professional Liability

The contractor, at its own cost and expense, shall maintain professional liability insurance for the period covered by the contract, and two years following completion of the project, in an amount not less than \$1,000,000 covering per occurrence or claim, and \$2,000,000 in aggregate, for errors and omissions in the services the contractor performs under the contract. The policy limits of this professional liability insurance policy shall apply separately to the project. The insurance is to be placed with insurers with a Best's rating of no less than A:VII.

#### All Risk Property Insurance

The contractor, at its own cost and expense, shall maintain insurance coverage for full replacement cost on the contractor's tools, equipment, or other property whether it is

owned or leased, brought onto ECCTA property, or used in connection with the project. The insurance is to be placed with insurers with a Best's rating of no less than A: VII.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### A. Separation of Insureds

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured.

#### B. Additional Insured Status

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising, directly or indirectly, out of work, operations, services, acts, errors or omissions in performance by or on behalf of the contractor, including services, materials, parts or equipment furnished in connection with such work or operations. General liability coverage must be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms, if later revisions are used).

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the vehicle liability policy with respect to liability arising out of contractor's use of vehicles in connection with this RFP.

#### C. Primary Coverage

For any claims related to this contract, the contractor's insurance coverage shall be primary and noncontributing insurance as respects ECCTA and its respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ECCTA and its respective officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

#### D. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 calendar days notice to ECCTA by certified mail. Contractor shall obtain an endorsement to each policy required by this RFP

reflecting the contract by the insurer to provide such notice. In addition, the contractor is responsible to notify ECCTA within 5 business days of any cancellation, non-renewal, reduction in limits, or material change that affects required insurance coverage.

#### E. Waiver of Subrogation

The contractor will grant to ECCTA a waiver of subrogation of any right to subrogation which any insurer of said contractor may acquire against ECCTA and its respective officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance, including the coverages required in this RFP.

The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ECCTA has received a waiver of subrogation endorsement from the insurer.

#### F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by ECCTA. ECCTA may require the contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductibles or self-insured retention shall be the responsibility of the contractor to satisfy.

#### G. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to ECCTA.

#### H. Verification of Coverage

The contractor shall furnish ECCTA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. The certificates, endorsements and applicable policy language to be provided must include proof of (1) the coverages required; (2) the required limits; (3) separation of insureds; (4) additional insured status; (5) primary coverage; (6) notice of cancellation; and (7) waiver of subrogation. All certificates and endorsements are to be received and approved by ECCTA before work commences, and must be provided annually thereafter for the duration of the contract. However, failure to obtain the required documents prior to the work beginning or thereafter shall not waive the contractor's

obligation to provide them. ECCTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.