



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

**--NOTICE--**

**REQUEST FOR QUALIFICATIONS (RFQ)  
for  
LABOR AGREEMENTS NEGOTIATOR**

Issue Date: January 11, 2022

Closing Date: Tuesday, January 26, 2022, **9:00 A.M PST**

**1. INTRODUCTION**

The Santa Cruz County Regional Transportation Commission (RTC) requests proposals from qualified and experienced consulting firms to negotiate successor labor agreements. Negotiations are with 2 groups, Community of RTC Employees (CORE) which are part of SEIU Local 521, and RTC Middle Management (RAMM) which represent themselves. Current contracts expire on March 30, 2022. This Request for Qualifications (RFQ) is expected to result in a contract for Labor Negotiations.

**2. ABOUT THE RTC**

The Santa Cruz County Regional Transportation Commission (RTC) is the state-designated regional transportation planning agency for Santa Cruz County, California. The RTC is responsible for planning, developing, delivering, and managing multi-modal transportation projects that include highway, bicycle, pedestrian, freight rail, passenger rail, and transportation demand management projects. The RTC is responsible for securing and administrating local, state, and federal funds to implement projects and

programs consistent with approved transportation policies. Implementation of federally mandated activities is done in coordination with the region's Metropolitan Planning Organization (MPO) - the Association of Monterey Bay Area Governments (AMBAG) and the state department of transportation (Caltrans). The RTC is governed by a board of directors comprised of all 5 County Supervisors, a representative from each of the 4 cities in the county (Capitola, Santa Cruz, Scotts Valley, and Watsonville), and 3 representatives from the Santa Cruz Metropolitan Transit District. Additional information about the RTC is available at [www.sccrtc.org](http://www.sccrtc.org).

### 3. PROPOSAL SCHEDULE

Issue Request for Qualification	January 11, 2022
Proposal Due	January 26, 2022
Review of Proposal	January 26, 2022
SCCRTC Contract Approval	February 3, 2022
Notice to Proceed	February 3, 2022

### 4. PROCEDURE FOR SUBMITTING QUALIFICATIONS

Respondents are asked to submit their proposals with sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing all phases of the work in the RFQ.

**A. Time, Place, and Format:** Submittals must be received by email sent to Human Resources Officer Yesenia Parra at [yparra@sccrtc.org](mailto:yparra@sccrtc.org) with the subject line: "RFQ for Labor Negotiations." The body of the email must include the name and contact information of the prime respondent. Submittals must be received no later than 9 a.m. PDT on January 26, 2022. Late responses will not be accepted. Limit submittal to no more than 10 typed pages using a standard 12-point typeface (excluding cover letter and attachments). A firm brochure may be included, but these must be as separate attachments and independent from the required elements. Submittals must address the requirements of the RFQ. Email under separate cover all rate sheets and other financial considerations that fully describe the costs of engaging your firm to [yparra@sccrtc.org](mailto:yparra@sccrtc.org).

**B. Questions and Clarifications:** Questions for this RFQ must be submitted by email to Human Resources Officer Yesenia Parra at [yparra@sccrtc.org](mailto:yparra@sccrtc.org). Responses to questions will be posted to the RTC website at least 3 days before RFQ due date.

### **C. Submittal and Selection Procedure**

The Consultant shall submit Qualifications and Cost Proposals. The Qualifications submittal shall consist of the following sections:

1. Cover Letter - All submittals shall include a cover letter that includes the identification of the business entity, including the name, address, and telephone number of the business entity; and the name, title, address, and telephone number of a contact person during the proposal evaluation period. The letter shall state that the terms shall remain valid for no less than ninety (90) days from the date of submission. If the submittal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. The cover letter shall be signed by an officer authorized to contractually bind the business entity.
2. Introduction of significant steps, methods, and procedures to be employed to ensure quality deliverables for the Scope of Work described below.
3. Skills, Experience, and Expertise - Briefly summarize the skills, experience, and expertise of those who will perform the scope of work for each Service Area proposed. Include the firm's philosophical approach, usual practices, work methods, and measurements of success as it relates to each Service Area.
4. Fees and costs - Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item.
5. Ability of the Proposer to Perform - Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes, and experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have been completed by the proposer that is directly related to the skills necessary to fulfill the Service Areas of this RFQ. Note the specific individuals who completed such project(s). Identify the role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply

relevant examples of their professional products. Provide a list of references. The selected firm shall not subcontract any work under the RFQ nor assign any work without the prior written consent of the RTC. Because the RTC intends to commence labor negotiations as soon as the contract is executed, also indicate the earliest availability of the firm, if chosen, to engage in work.

After the deadline for acceptance of submittals, the RTC will review the responses to the RFQ and will determine rankings based upon the material submitted, and oral interviews (if deemed necessary by the RTC). The RTC reserves the right to open the Cost Proposals submitted by the three consultant firms with the highest-ranked Qualifications submittals. The RTC will contact the firm with the top-ranked Qualifications and attempt to negotiate with that firm. Aside from eventually announcing the selected Consultant, the ranking and cost proposals will be kept confidential.

## **5. ORAL INTERVIEWS AND SELECTION**

Proposers may be required to participate in an oral interview via ZOOM (Only if necessary). The oral interview will be a panel comprised of members of the selection committee. Proposers may only ask questions that are intended to clarify the panel's questions. Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the RTC experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration. Separate Round 2 scoring will be conducted for the Oral Interviews and will be considered in the selection process.

### **A. Evaluation Criteria.**

1. **Qualifications:** The RTC will select one consultant based on qualifications, experience, and cost. The following are the minimum qualifications to be used to evaluate responses to this Request for Qualifications:
  - The proposer has advanced knowledge of the laws and practices relating to labor negotiations within a government setting.
  - The proposer has a demonstrated track record of success in negotiation Labor Agreements
  - Each proposer shall provide three references, preferably from governmental entities, for relevant work performed in the past five years. When possible, include references from agencies of a similar size and character to the RTC. If the proposer does not have three governmental entity references, references from private entities may be provided.

2. **Selection Criteria:** The following items will be used to evaluate each proposer:
- a. 40% Qualifications, background, and prior experience of the firm in the Service Area(s) being proposed, the experience of key staff assigned to oversee legal services provided to the RTC, evaluation of size and scope of similar work performed, and success on that work.
  - b. 20% Responsiveness to the RFQ, and quality and responsiveness of the proposal.
  - c. 20% Cost and fees to the RTC for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the RTC than the comparable rate is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, or different Service Areas, the Proposer should provide sufficient detail to fully understand the variation.
  - d. 20% References including the past performance of proposer.

## **B. Public Records Act**

All Submittals shall become public information after the selection process except for those portions of a submittal that are identified at the time of submittal by the Consultant as trade secrets and/or which are deemed by the RTC as not being public documents that must be disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate document marked as "Proprietary," with the Submittal. All materials submitted in response to this Request for Qualifications shall become the property of the RTC and will not be returned.

## **C. Valid Offer**

The RTC reserves the right to negotiate with the successful Consultant(s) terms or conditions contained in their proposal, which are in the best interest of the RTC or to otherwise revise the scope of this RFQ. This RFQ does not constitute a contract or an offer of employment. The cost of preparation of Proposals shall be the obligation of the Consultant. All Proposals whether accepted or rejected shall become the property of the RTC and will not be returned. Consultants downloading the RFQ from the RTC website are

responsible for checking the website up to the due date for any Addenda issued. The RTC reserves the right to:

- Request clarification of any submitted information
- Waive any informalities or irregularities in any proposal
- Not enter into any agreement
- Not select any firm
- Cancel this process at any time
- Amend this process at any time
- Interview firms before selection
- Request additional information during an interview

## **6. STANDARD TERMS AND CONDITIONS**

Before the award of any work hereunder, the RTC and proposer shall enter the written contract attached hereto. Proposers responding to this RFQ are strongly advised to review all the terms and conditions of the Contract.

## **7. SCOPE OF WORK**

The RTC is seeking professional labor negotiation services to conduct labor negotiations with two (2) labor groups whose contracts expire on March 30, 2022. The Labor Negotiator will assist the Commission, Administrative Services Officer, and Labor Unions/Bargaining Units with negotiating labor contracts, by applicable laws, during February 2022 through final negotiations. In addition, the consultant may be asked to provide day-to-day advice that might arise concerning labor law.

## **7. AWARD OF CONTRACT**

Costs of preparation of proposal shall be borne by the proposer. The SCCRTC reserves the right to reject any or all proposals and to amend the scope of work before the contract is signed. This invitation for qualifications does not constitute an offer of employment or contract. The SCCRTC may withdraw this request for any reason.

## **8. CONTACT INFORMATION**

Yesenia Parra, Administrativa Services Officer  
831-460-3218  
yparra@sccrtc.org

**SAMPLE CONTRACT**

**AGREEMENT FOR  
LEGAL CONSULTANT SERVICES**

**THIS AGREEMENT** is entered into by and between the **Santa Cruz County Regional Transportation Commission** (hereafter called "Commission") and \_\_\_\_\_ (hereafter called "Consultant").

**WITNESSETH:**

**WHEREAS:**

(a) The Board of the Commission has authorized the Executive Director to contract for needed legal consulting services; and

(b) Consultant is willing and able to provide these services to the Commission for the consideration and upon the terms set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Services.** The parties agree that Consultant is to provide legal services to the Commission regarding Public Labor Negotiations. Consultant will work with the Commission to formulate legal goals and strategy, as well as communicate with the Commission Board as needed.

2. **Fees and Expenses.** In consideration of the Consultant's performance of this Agreement, Commission agrees to pay the Consultant fees of

Commission agrees to pay ancillary office support, as well as necessary costs and expenses, calculated in accordance with Consultant's rate schedule, a copy of which is attached hereto. This contract is made for an amount not-to-exceed \_\_\_\_\_.

3. **Invoicing.** Consultant agrees to invoice Commission for time expended for necessary expenses incurred in performance of its services.

4. **Indemnification - Professional Malpractice.** Consultant is skilled in the professional calling necessary to the services and duties agreed to be performed and Commission relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant agrees to indemnify and hold

harmless the Commission, its officers and employees, from any and all liability, losses, damages, costs and expenses resulting from any professional malpractice of Consultant, its officers, employees, agents or subcontractors determined by a court of law to have occurred in the performance of services under this Agreement.

5. **Indemnification - Personal Injury or Death, or Property Damage.**

Consultant shall defend, indemnify and hold harmless Commission, its officers, agents and employees, against any claim, loss or liability regarding the personal injury or death of any person, or property damage, caused by Consultant, its officers, agents or employees while engaged in performance of this Agreement, due to the willful or negligent acts (active or passive) or omissions by Consultant's officers, employees or agents. The acceptance of said services and duties by Commission shall not operate as a waiver of such right of indemnification.

6. **Independent Contractor.**

Nothing in this Agreement shall be construed or interpreted to make Consultant anything but an independent contractor and in all its activities and operations pursuant to this Agreement, Consultant shall for no purposes be considered an employee or agent of Commission.

7. **Authority to Bind County.**

It is understood that Consultant, in its performance of any and all duties under this Agreement, has no authority to bind the Commission to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

8. **Non-disclosure of Information.**

Except as required by law, Consultant shall not disclose without express written consent of Commission any information relating to Commission business which has been submitted by Commission to Consultant pursuant to the services to be rendered pursuant to this Agreement. In the event that this Agreement is terminated, Consultant shall immediately return to Commission all papers, documents and the like belonging to Commission.

9. **Termination.**

(a) Commission reserves the right to terminate this Agreement at any time or to discharge Consultant at any time. In the event of such discharge, Commission shall compensate Consultant for its services and necessary expenses actually rendered up to and including the date of discharge plus reasonable costs, if any, incurred in implementing the convenience termination.

(b) Consultant may terminate this Agreement at any time by giving written notice of termination to the Commission.

10. **Notices.** The service and delivery of all notices and/or papers shall be deemed duly and properly given or made five days after being mailed via the U.S. Postal Service, postage prepaid and addressed as follows:

To Commission:

To Consultant:

11. **Assignments.** Consultant shall not assign any right, title or interest it may acquire by reason of this Agreement except upon first obtaining written consent of Commission.

12. **Subcontracting.**

(a) Consultant shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without prior written approval of Commission.

(b) Any and all subcontracts shall be subject to the provisions contained in this Agreement.

13. **Modifications.** This Agreement may be modified or amended only by written agreement of the parties. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

14. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of Commission. Forbearance or indulgence by Commission in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. Commission shall be entitled to invoke any remedy available to Commission under this Agreement or by law or in equity despite said forbearance or indulgence.

15. **Venue.** If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Cruz, State of California.

16. **Construed Pursuant to California Law.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

17. **Time of Essence.** Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision(s) is hereby made and declared to be a material, necessary and essential

part of this Agreement. Consultant, however, shall have no liability for any failure to perform or delay in performance of the services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain material or equipment.

18. **Non-Discrimination.** The Consultant will not discriminate against any employee or applicant of employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations and orders of the Secretary of Labor, which include furnishing required information and reports. In the event of the Consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, all other provisions of said contract shall remain the same.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement:

**1. CONTRACTOR**

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

By: \_\_\_\_\_  
SIGNED

By: \_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
printed

Company Name:  
Address:  
Email:

**3. APPROVED AS TO FORM**

**2. APPROVED AS TO INSURANCE**

By: \_\_\_\_\_  
SIGNED

By: \_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
printed