

# Request for Proposal

## Regionally Integrated Climate Action Planning Suite (RICAPS) Climate Action Planning and Implementation Technical Support

Greenhouse gas emission inventories, climate action plan  
and open data development, and cross-county collaboration

City/County Association of Governments of San Mateo County (C/CAG)  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

Posted: December 23, 2015

For further information contact:  
Kim Springer  
Phone: 650-599-1412  
E-Mail: [kspringer@co.sanmateo.ca.us](mailto:kspringer@co.sanmateo.ca.us)

# **Request For Proposal**

## **Regionally Integrated Climate Action Planning (RICAPS) Climate Action Planning and Implementation Technical Support**

The City/County Association of Governments (C/CAG) of San Mateo County, a Joint Powers Agency composed of the County of San Mateo and all twenty cities within the county, invites your firm to submit its proposal and costs estimates for provision of climate action planning and implementation technical support, and meeting coordination, working with C/CAG and County of San Mateo (County) staff.

Proposals must be received **NO LATER THAN 4:00 P.M. Thursday, January 14, 2016.** Four (4) copies of your proposal materials should be mailed to: delivered to: or a copy in .pdf of your materials should be e-mailed to:

City/County Association of Governments of San Mateo County (C/CAG)  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

Attention: Kim Springer  
Phone: (650) 599-1412  
E-mail: kspringer@smcgov.org

**Faxed Proposals Will Not Be Accepted**

### **SUBMITTAL REQUIREMENTS**

Each submittal must include the following information. This information should be confined to **no more than ten pages** excluding resumes of staff members and references.

1. **Project Understanding/Approach:** Briefly present your firm's understanding of the project and address how your firm will approach all of the major tasks of the proposed scope of work as included in "Attachment A" of this Request for Proposal. **Please include additional task(s) that you consider may add value to the project.**
2. **Schedule:** Provide a project schedule (timeline) that illustrates key project milestones for accomplishing the work in your proposal, per the tasks in "Attachment A".
3. **Experience:** Briefly identify any past experience and include how your firm's experience fits the needs of this project.
4. **Qualifications:** Identify the qualifications of your staff that would be assigned to work closely with C/CAG or County staff for this project. Brief resumes of key staff may also be included. Please identify the individual who will be the primary point of contact (project manager) and the backup individual.
5. **References:** Provide a list of references, including contact information, from at least five (5) organizations.

6. Cost Estimate: Provide a cost proposal for each of the tasks in “Attachment A” of this Request for Proposal and a total cost for the project.
7. Exceptions of Contract Terms: Please detail any exceptions your firm has to the terms of the contract as contained in “Attachment B”.

#### EVALUATION CRITERIA / SELECTION PROCESS

Evaluation of the proposals will be based on the following criteria:

- Understanding of project objectives and requirements
- Familiarity with the type of work required in “Attachment A”
- Proposed approach to the project scope and time line
- Qualifications of team and Project Manager, organization experience and availability to begin work

The selection panel will rank the proposals and recommend the top firm. The top firm shall be prepared to enter into a contract agreement as shown in sample “Attachment B”.

C/CAG reserves the right to reject all proposals, and not enter into any contract for the services described in the RFP. C/CAG may also, at its discretion, extend an eventual agreement for two additional one-year extensions.

#### TENTATIVE SCHEDULE FOR THE PROPOSAL REVIEW PROCESS

<u>Date</u>	<u>Description</u>
Dec 23, 2015	Request for Proposals released and posted on C/CAG Website: <a href="http://ccag.ca.gov/opportunities/rfpsrfqs/">http://ccag.ca.gov/opportunities/rfpsrfqs/</a>
Jan 4, 2015	Questions about the RFP due to Kim Springer by email
Jan 6, 2015	Responses to questions posed posted on C/CAG Website: <a href="http://ccag.ca.gov/opportunities/rfpsrfqs/">http://ccag.ca.gov/opportunities/rfpsrfqs/</a>
Jan 14, 2016	Request for Proposals Due 4:00 p.m.
Week of January 18th, 2016	Potential Panel interviews (at the discretion of the selection panel)

## ATTACHMENT A

### SCOPE OF WORK

#### **Background**

The City and County Association of Governments of San Mateo County (C/CAG) is a joint powers authority and is the congestion management agency in San Mateo County. Its board is composed of 21 elected officials, one from each city (20) and one from the County of San Mateo.

Because of C/CAG's structure, it is in a unique position to coordinate various countywide efforts related to transportation, energy, and climate action. C/CAG is working on behalf of the cities in San Mateo County, through the Regionally Integrated Climate Action Planning Suite (RICAPS) to drive a regional effort in San Mateo County to reduce greenhouse gas (GHG) emissions. The RICAPS program provides technical support to San Mateo County cities and the County through monthly working group meetings, climate action plan development and emission inventory updates. RICAPS includes tools developed specifically for supporting these efforts, which can be found on the San Mateo County Energy Watch website at: <http://www.smcenergywatch.com/countywide-climate-action/ricaps-tools>.

In addition, the San Mateo County Energy Watch (SMCEW) program, partly funded by a PG&E Local Government Partnership grant, provides funding for long-term strategic energy and climate action planning, which includes some codes and standards work related to high performance and zero energy (ZE) building construction. The program is also developing a "portal" for displaying measured progress towards climate goals on the County's Open Data Portal website.

The selected consultant will support the overall RICAPS effort, including climate action plan (CAP) development or updates, GHG emission inventories, working group meeting coordination, CAP measure development, technical support on high performance building, and data development for the aforementioned open data portal.

#### **Tasks**

##### **Task 1: Climate Action Plan Technical Support**

San Mateo County cities and the County have developed or are in the process of developing CAPs, with a RICAPS goal of every city in the county having an adopted CAP as soon as possible. A few of the cities and the County are interested in updating their existing (2020) CAPs extending out to 2030 or even 2050 by updating their existing measures and plan document. The consultant will support the cities and the County in finalizing or updating their CAP using the RICAPS tools and process, perhaps adding or updating the existing "menu" of measures in the process.

Please provide a cost per city to assist a city or the County to develop or update a climate action plan. Please provide a cost per measure to create a new or updated RICAPS measure. The existing list of RICAPS measures and the Excel-based worksheet system can be found near the bottom of the following web page:

<http://www.smcenergywatch.com/countywide-climate-action/ricaps-tools>.

Please propose the hours, the hourly rate(s) and total cost for the following:

- a. Completion of one (1) new CAP using the RICAPS tools
- b. Updating of one (1) existing CAP using the RICAPS tools
- c. Creation of one (1) new measure in the RICAPS Excel worksheet system
- d. Updating of one (1) existing measure in the RICAPS Excel worksheet system

### **Task 2: Community-Scale and Government Operations GHG Emission Inventories**

One of the services provided to SMC cities and County through the RICAPS program is updates to GHG emission inventories. The RICAPS program updates community-scale emission inventories annually for the cities. Inventories have been updated though 2013, and 2014 should be completed in calendar year 2016. In addition, the cities and the County should update their government operation emission inventories at least every five years.

Please propose the hours, the hourly rate(s) and total cost for the following:

- a. Community-scale GHG emissions inventory for one (1) city
- b. Community-scale GHG emissions inventory for all twenty-one (21) jurisdictions in San Mateo County, including a “roll-up” of total of countywide community GHG emissions
- c. Government Operations GHG emissions inventory for one (1) city, including data templates, and assuming city staff will collect data with technical guidance from consultant

### **Task 3: Progress Tracking and Open Data Portal**

The County of San Mateo has an Open Data Portal used to track performance of internal County departments and to make multiple data sets accessible to the public. The RICAPS project is just beginning the development of a new “dashboard” specifically for tracking resource conservation- and GHG emission-related efforts across San Mateo County. The new dashboard will include both countywide measures and a common set of measures for which the data will be collected and tracked by cities and the County.

Please provide an hourly rate for supporting the development of the Open Data Portal.

- a. Support for data collection and formatting

### **Task 4: Monthly RICAPS Collaboration Meetings**

In order to coordinate countywide sharing of information and implementation efforts, C/CAG and County staff plan and provide monthly countywide RICAPS working group meetings. The consultant will support the planning process, setting goals and a time line

for the year, based on feedback from the cities and the County, existing projects, and other outside variables, such as availability of resource data. This is accomplished by two (2) one-hour planning meetings and attendance at a three-hour RICAPS meeting per month, or twelve (12) times per year. The consultant will provide additional hours to help coordinate, develop materials, and provide speakers for the meetings.

Please provide an hourly rate for supporting the monthly RICAPS working group meetings.

- a. Support for monthly RICAPS collaboration meetings

#### **Task 5: High Performance and Zero Energy Building Technical Support**

Zero Net Energy (ZNE) construction is a strategic goal for the California Public Utilities Commission (CPUC) in coordination with the California building code, for residential by 2020 and commercial by 2030. For the purpose of achieving climate action and workforce development progress in San Mateo County, C/CAG, under the SMCEW, is developing resources for various stakeholders to the construction industry on high performance building design and zero energy concepts. The consultant will support this effort by providing technical and workshop support as C/CAG and County staff develops a ZNE action plan for the cities and the County.

Please provide an hourly rate for providing technical and workshop support for the high performance building, codes, and action plan development.

- a. Support for high performance and zero energy action plan development

#### **Total Cost**

C/CAG has a limited budget for annual work on the RICAPS project. Please describe how you will best leverage those funds to provide the best benefit to the jurisdictions in San Mateo County.

Pricing for each task should be provided by hour, city or by calendar year 2016, whichever is suggested in the task description. As noted above, C/CAG may extend an eventual agreement for up to two additional years.

#### **Extension of Pricing for Other Cities or Counties**

Proposers are requested to indicate in their firm's proposal if they will extend the pricing, terms and conditions to other government agencies, if the proposer is the successful vendor per Public Contract Code Sections 20118, 20652. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to this RFP. Minor changes in terms and conditions may be negotiated by participating agencies for up to two (2) years following the award of this contract.

## ATTACHMENT B

### SAMPLE AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND \_\_\_\_\_

This Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and \_\_\_\_\_, hereinafter called "Contractor."

#### WITNESSETH

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG is prepared to award funding for \_\_\_\_\_ for the San Mateo County Energy Watch (SMCEW) Regionally Integrated Climate Action Planning Suite project; and

WHEREAS, C/CAG has acquired multiple bids and determined that Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by December 31, 2016.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the cost rates set forth in Exhibit A up to a maximum amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for Services provided during the Contract Term as set forth below. The hours stated in Exhibit A are intended to be an estimate of the amount of time Contractor expects to spend on each task. Payments shall be made to Contractor monthly based on an invoice submitted by Contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion

thereof to a third party.

5. Contract Term. This Agreement shall be in effect as of \_\_\_\_\_ and shall terminate on \_\_\_\_\_; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination shall be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.

5. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty 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.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement as providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this

Agreement.

12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Kim Springer

Notices required to be given to contractor shall be addressed as follows:

Name  
Address  
City, State, Zip  
Attention:

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

(Contractor)

By \_\_\_\_\_ Date \_\_\_\_\_

City/County Association of Governments (C/CAG)

By \_\_\_\_\_ Date \_\_\_\_\_  
C/CAG Chair

C/CAG Legal Counsel

\_\_\_\_\_

