



**REQUEST FOR QUALIFICATIONS
FOR ON-CALL TECHNICAL SUPPORT TO THE
SAN MATEO COUNTYWIDE
WATER POLLUTION PREVENTION PROGRAM**

**A PROGRAM OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY**

April 17, 2015

Submittals Due: May 8, 2015 (2 PM)

Submit to: San Mateo Countywide Water Pollution Prevention Program
Attn: Matthew Fabry, Program Coordinator
555 County Center, Fifth Floor
Redwood City, CA 94063

REQUEST FOR QUALIFICATIONS

TO PROVIDE ON-CALL TECHNICAL SUPPORT TO THE SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM

INTRODUCTION

Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit Statements of Qualifications (SOQs), select the most-qualified consultants or teams of consultants, and award multiple on-call contracts to provide technical support to the City/County Association of Governments of San Mateo County (C/CAG), its Countywide Water Pollution Prevention Program, and member agencies in meeting municipal stormwater permit requirements.

Agency Description

The City/County Association of Governments of San Mateo County (C/CAG) is inviting Statements of Qualifications (SOQs) for specialized technical services to assist its staff and member agencies in meeting requirements contained in the Municipal Regional Permit (MRP) that was first issued in 2009 by the San Francisco Bay Regional Water Quality Control Board. The MRP is a Phase I National Pollutant Discharge Elimination System (NPDES) stormwater permit that covers 76 Bay Area municipalities, including those in San Mateo County. The MRP is expected to be reissued for the second five-year term sometime in 2015.

C/CAG is a joint powers agency whose members are the county and the 20 incorporated cities and towns within San Mateo County. C/CAG established the San Mateo Countywide Water Pollution Prevention Program (Countywide Program) in the early 1990s in response to the initial municipal stormwater permit issued to San Mateo county jurisdictions. The Countywide Program collaborates with twenty two public agencies in San Mateo County, including San Mateo County, all 20 of the incorporated cities and towns, and the San Mateo County Flood Control District. The Countywide Program's primary purpose is to assist C/CAG's member agencies in meeting federally and state-mandated stormwater regulations specifically targeting the discharge of pollutants in urban runoff from municipal separate storm sewer systems (MS4s). The Countywide Program's activities cover all of the incorporated and unincorporated areas of San Mateo County.

Background

The 1987 amendments to the Federal Clean Water Act designated urban runoff as a point source discharge of pollutants requiring permitting under the National Pollutant Discharge Elimination System (NPDES). The United States Environmental Protection Agency promulgated rules and regulations under the NPDES permit program to reduce the discharge of pollutants in urban runoff to the maximum extent practicable on November 16, 1990. NPDES permitting regulations have been delegated to the State of California, and the program is administered by the State Water Resources Control Board and nine Regional Water Quality Control Boards (Regional Boards). The jurisdictions in San Mateo County are regulated by the San Francisco Bay Regional Board, although a small section of the southwestern corner of unincorporated county drains to an area of the Pacific Ocean regulated by the Central Coast Regional Board. The Regional Boards issue, oversee, and enforce compliance with NPDES permits within their jurisdictional areas, with permits issued for

five-year terms that also include additional requirements pursuant to the state's water code, the Porter-Cologne Water Quality Control Act.

The San Francisco Bay Regional Board issued a Municipal Regional Permit in November 2009 that regulates all jurisdictions in San Mateo, Santa Clara, Alameda, and Contra Costa Counties (with the exception of Antioch, Brentwood, Oakley, and eastern Contra Costa County), and the cities of Fairfield, Suisun City, and Vallejo. Information regarding the Municipal Regional Permit can be found on the Water Board's website (click [here](#)), regarding the Countywide Program at www.flowstobay.org, and regarding C/CAG at www.ccag.ca.gov.

C/CAG, through the Countywide Program, supports its member agencies in three main ways: 1) performing compliance activities directly on behalf of permittees in instances where it is more appropriate to be done at the countywide level, such as public education and outreach and water quality monitoring, 2) technical support to member agencies for compliance activities implemented at the local level, and 3) jointly funding and participating in compliance activities at the regional level in coordination with other countywide stormwater programs. The Countywide Program administers ongoing activities through a variety of committees, subcommittees, and workgroups. The primary body that addresses policy and action items for the Countywide Program is the Stormwater Committee, consisting of director-level municipal appointees. A Technical Advisory Committee, made up of lead implementation staff at the municipalities addresses day-to-day implementation issues. Seven subcommittees and workgroups address specific permit-related requirements and are made up of municipal representatives focused on specific activities. These include the New Development, Commercial/Industrial/Illicit Discharge, Trash, Municipal Maintenance, Public Information and Participation, and Watershed Assessment and Monitoring subcommittees and the Parks Maintenance/Integrated Pest Management and Water Utility Training work groups.

Under the Municipal Regional Permit, many compliance activities are managed at the regional level, through the Bay Area Stormwater Management Agencies Association (BASMAA), a 501(c)3 non-profit organization. The Countywide Program has a seat on BASMAA's Board of Directors representing San Mateo County permittees.

REQUEST FOR QUALIFICATIONS

Purpose

C/CAG is seeking qualified firms or teams of firms (Consultants) from which the most qualified will be selected to enter into on-call contracts for providing ongoing technical support to the Countywide Program as it works with C/CAG's member agencies to meet MRP requirements. C/CAG is seeking qualified Consultants to assist in cost-effectively addressing the needs of its member agencies over throughout the duration of the next five-year permit term.

Requested Areas of Expertise

C/CAG is seeking Consultants qualified in the seven areas of expertise shown in Table 1. Consultants may submit statements of qualifications for one or more of the requested areas of expertise, designated by Category Number. C/CAG's goal is to enter into on-call contracts with enough Consultants to ensure up to three qualified Consultants per category of expertise. C/CAG reserves the right to engage more or less Consultants in each category as it sees fit.

Table 1: Requested Areas of Expertise

Table 1: Requested Areas of Expertise			Existing MRP Requirements	Anticipated Future MRP Requirements
Category Number	Requested Areas of Expertise	General Task Description	Link to Existing MRP.	Link to Administrative Draft MRP 2.0.
1	General Technical Support	<p>Provide general technical support to Countywide Program staff, committees, and technical subcommittees. Provide general technical support to member agencies. Provide technical support to C/CAG and member agencies for “core” permit requirements, such as municipal operations, new and redevelopment, industrial and commercial site controls, illicit discharge detection and elimination, construction site control, pesticide toxicity control, copper control, conditionally exempted discharges, and annual reporting.</p> <p>Example tasks:</p> <ul style="list-style-type: none"> • Staff and/or support C/CAG staff at committees and subcommittees • Prepare meeting agendas and minutes • Develop technical support tools such as tracking spreadsheets, inspection forms, technical guidance manuals, outreach materials, etc. • Prepare annual report materials • Plan and facilitate educational and technical workshops • Provide staffing/technical support for regional stormwater management efforts • Develop and present technical information to committees, subcommittees, and elected officials 	See all provisions in MRP	See all provisions in Administrative Draft MRP 2.0
2	Green Infrastructure	<p>Provide technical support to C/CAG and member agencies in developing and implementing green infrastructure master plans, integrating green infrastructure goals into other municipal plans, policies, and priorities, evaluating long-term effects of green infrastructure implementation on water quality, quantity, and pollutant of concern load reductions, as well as other co-benefits, documenting stormwater management achieved to-date in public and private realms and projecting/modeling future implementation scenarios, developing standard design details and conceptual plans/renderings, etc.</p> <p>Example tasks:</p> <ul style="list-style-type: none"> • Develop maps of potential locations for green infrastructure implementation over various future timelines • Develop and implement prioritization criteria for potential locations • Develop targets for municipal impervious land area to be managed by green infrastructure into the future 	No existing requirement in MRP, but see Provision C.3 for related requirements for New and Redevelopment and Pilot Green Street Projects.	See Provision C.3.j of the Administrative Draft MRP 2.0

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		<ul style="list-style-type: none"> Track projects over time that incorporate green infrastructure for stormwater management Develop design guidelines, standard details, and specifications for green infrastructure implementation in both public and private realms Develop sizing criteria for green infrastructure in public rights-of-way Identify local planning documents needing update to incorporate green infrastructure planning materials and assist member agencies in those updates Develop an alternative compliance and/or in-lieu fee program for green infrastructure implementation, including fee and nexus studies, cost estimates, and program materials Develop green infrastructure planning materials, templates, conceptual renderings, presentations, etc. Develop green infrastructure designs for member agency projects Develop and present green infrastructure information to committees, subcommittees, elected officials, etc. Provide staff support for relevant committees and subcommittees 		
3	Public Information & Outreach	<p>Develop and implement a strategic public outreach and engagement plan designed to generate public support for Countywide Program and member agency stormwater management programs. Example tasks:</p> <ul style="list-style-type: none"> Develop strategic outreach and engagement plan Implement outreach and engagement program, including online website development and maintenance, social media, outreach events, coordination with news media, etc. Coordinate Coastal Cleanup Day in San Mateo County, including identifying sites, working with site captains, supporting member agencies Develop and implement outreach and engagement campaigns on specific pollutants or watershed issues, such as trash, pesticides, green infrastructure, mercury/PCBs, pet waste, etc. Support C/CAG staff in making presentations at community meetings 	See Provisions C.7 and C.9.h of the MRP	See Provisions C.7 and C.9.e of the Administrative Draft MRP 2.0

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			Existing MRP Requirements	Anticipated Future MRP Requirements
Category Number	Requested Areas of Expertise	General Task Description	Link to Existing MRP.	Link to Administrative Draft MRP 2.0.
		<ul style="list-style-type: none"> • Provide support to member agencies in implementing local outreach programs • Provide staffing/technical support for regional outreach efforts. • Provide staff support for relevant committees and subcommittees 		
4	Water Quality Monitoring	<p>Provide technical support for and implement a countywide monitoring program to evaluate water quality status in local watersheds and assess long-term trends related to various pollutants of concern. Example tasks:</p> <ul style="list-style-type: none"> • Develop and implement water quality monitoring programs • Collect and analyze water quality, sediment, toxicological, benthic, and general stream data, including ensuring appropriate Quality Assurance/Quality Control programs • Deploy and maintain water quality monitoring and pollutant loading stations • Prepare reports providing analysis of monitoring data, including recommendations of additional necessary studies or watershed management actions to address identified concerns • Provide staff support for relevant committees and subcommittees 	See Provision C.8 of the MRP	See Provision C.8 of the Administrative Draft MRP 2.0
5	Trash Control	<p>Provide technical support to member agencies to enable implementing, assessing effectiveness of, and revising long-term trash load reduction plans. Example tasks:</p> <ul style="list-style-type: none"> • Assist member agencies in developing, updating, and implementing trash load reduction plans • Assist member agencies in planning for and implementing trash load reduction assessment programs • Assist member agencies in identifying appropriate locations for trash control measures • Provide staff support for relevant committees and subcommittees 	See Provision C.10 of the MRP	See Provision C.10 of the Administrative Draft MRP 2.0
6	Mercury/PCB Control	<p>Provide technical support for and implement mercury and PCB control programs, in conjunction with member agencies, designed to achieve specific target load reductions in San Mateo County. Example tasks:</p> <ul style="list-style-type: none"> • Develop and implement load reduction accounting systems 	See Provisions C.11 and C.12 of the MRP	See Provisions C.11 and C.12 of the Administrative Draft MRP 2.0

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Category Number	Requested Areas of Expertise	General Task Description	Link to Existing MRP.	Link to Administrative Draft MRP 2.0.
		<ul style="list-style-type: none"> • Assist member agencies in identifying and referring for cleanup source properties discharging pollutants • Develop programs for addressing PCBs in building materials, including potential legislative fixes, demolition/renovation permitting programs, inspection and verification programs, etc. • Coordinate with member agencies in developing green infrastructure plans to incorporate prioritization, load reduction quantification, and tracking of projects with regard to addressing mercury and PCBs • Provide staff support for relevant committees and subcommittees 		
7	Program Structure and Effectiveness Assessment	<p>Provide technical support to C/CAG staff in developing, implementing, assessing, and adaptively revising a Countywide Program Strategic Plan designed to cost-effectively meet water quality goals. Example tasks:</p> <ul style="list-style-type: none"> • Develop Countywide Program Strategic Plan based on the California Stormwater Quality Association’s Stormwater Program Effectiveness Assessment Manual • Develop effectiveness assessment program, including characterizing problems, targeting outcomes, and documenting knowledge and data gaps. • Develop source and impact strategies, target audience strategies, program implementation strategies, assessment tools and strategies, and interpret and make recommendations on results 	N/A	N/A

Due Date

Five (5) hard copies and an electronic copy of the submittal must be received **NO LATER THAN 2:00 p.m. on May 8, 2015**, (postmark not acceptable) at the City and County Association of Governments office at 555 County Center, Fifth Floor, Redwood City, CA 94063. Late submittals will not be accepted. Statements of Qualifications shall be clearly marked with “Countywide Water Pollution Prevention Program Statement of Qualifications.”

Questions regarding this request for qualifications should be in writing and mailed or emailed to:

Matthew Fabry, Countywide Program Coordinator
555 County Center, 5th Floor
Redwood City, CA 94063
Email: mfabry@smcgov.org

QUESTIONS MUST BE RECEIVED BY 5 PM ON APRIL 28, 2015**Submittal Format**

Submittals shall be limited in length to **no more than fifteen pages**, including resumes and references. To simplify the review process and obtain the maximum degree of comparability, the submittals should be organized in the following manner:

1. **Transmittal Letter.** Provide a cover letter that describes the Consultant’s interest in being considered for providing services to C/CAG. The cover letter should include the name, title, address, telephone number, and e-mail address of the individual to whom correspondence and other contacts should be directed during future proposal/contracting processes. The person authorized to negotiate contractual agreements shall sign the cover letter.
2. **Project Understanding.** Briefly present the Consultant’s understanding of the Municipal Regional Permit and C/CAG’s need for technical support services over the next five-year term of the permit.
3. **Firm Qualifications and Experience.** Provide a detailed statement describing the Consultant’s qualifications and experience in providing technical support for the relevant categories of services described in Table 1 of this RFQ. Clearly identify the categories, by number (see Table 1), of expertise for which the Consultant is qualified to provide services. Discuss experience assisting other clients with similar services. Describe the Consultant’s experience working with the State Water Boards, Phase I municipal stormwater permittees, countywide or areawide stormwater programs, and Bay Area stormwater issues in particular. Include an organizational chart that identifies the Project Manager and key staff that would be assigned to technical support contracts.
4. **Staff Qualifications and Experience.** Provide a brief summary of the relevant qualifications and experience of the staff assigned to the project. Brief resumes of key staff may also be included. Any substitution of the Project Manager and/or key staff assigned to the project after submittal of the Statement of Qualifications or during the contract period will require prior written approval from C/CAG.
5. **Project Management.** Describe the Consultant’s approach to project management, including communications and coordination with C/CAG, its member agencies, and regulatory agency

staff. Describe the Consultant’s proposed approach to interacting with regulatory agencies on behalf of C/CAG and its member agencies. Describe any subconsultants included in demonstrating a qualified Consultant team, as well as management approaches to avoid exceeding resources allocated for specific projects and tasks.

6. **References.** Provide a list of three (3) references who can comment on the recent and relevant experience of the Consultant and key staff assigned to the project. Include a brief description of the services provided to each reference, the years the work was provided, the project budget, the sponsoring agency, the contact information of the reference, and the roles played by the key staff assigned to this project.
7. **Cost Proposal.** Provide a sealed cost proposal that is separate from the Statement of Qualifications that provides hourly rates, overhead rates, any other cost items, and classifications of staff assigned to the project as well as information on other direct costs. These rates will form the basis for fees in a contractual agreement.

EVALUATION & SELECTION PROCESS

Review for Responsiveness

C/CAG staff will conduct an initial review of the SOQs for responsiveness to ensure that each SOQ meets the requirements of this RFQ. Any SOQ that does not include enough information to permit an evaluation panel to rate the SOQ in any one of the evaluation criterion listed below will be considered non-responsive.

After SOQs have been reviewed for responsiveness by C/CAG staff, an evaluation panel will evaluate the responsive SOQs based on the following criteria:

Criteria
Understanding of C/CAG’s technical support needs
Experience sufficient to meet C/CAG and/or member agency needs
Comparable, demonstrated experience providing similar technical services
Quality, experience, expertise, and availability of Project Manager and key staff or consultant teams for providing services within the proposed categories of expertise
Experience working with federal, state, and Bay Area stormwater regulatory requirements, especially the specific requirements of the MRP
Ability to provide timely and geographically proximate services to C/CAG and its member agencies
Overall quality, clarity, and completeness of submittal
Total

Following the evaluation of the written SOQs, the evaluation panel may elect to develop a short list of consultants for interview. C/CAG reserves the right to hold interviews and review and evaluate the references of short-listed firms only. Additionally, C/CAG reserves the right not to convene interviews, but to evaluate respondents on the basis of the written SOQs alone.

Following this evaluation of the SOQs and respondents, the evaluation panel will produce a final ranking of the responsive consultants. All respondents will be notified of their standing. C/CAG will review the sealed cost proposal of the top-ranked Consultants and enter into negotiations. Top-ranked Consultants will be expected to sign C/CAG’s standard funding agreement (Attachment 1). Any

exceptions to C/CAG's standard agreement should be noted in Consultants' cover letters to their SOQs. C/CAG reserves the right to decline to enter into a contract with a Consultant whose rates C/CAG determines, in its sole discretion, to be unreasonable, and to proceed with entering into negotiations with the next most qualified Consultant. Additionally, C/CAG reserves the right to reject all SOQs and not enter into any contracts.

Schedule

<u>Date/Time</u>	<u>Activity</u>
April 17, 2015	C/CAG Issues Request for Qualifications
April 28, 2015 - 5:00 p.m.	Deadline for written questions about Request for Qualifications
May 1, 2015	Responses to questions will be posted on C/CAG's website
May 8, 2015 - 2:00 p.m.	Statements of Qualifications Due
May 21-29, 2015	Consultant interviews (if necessary)
June 4, 2015	Notification of recommended ranking of Statements of Qualifications
June 11, 2015	On-call contracts with top-ranked firms brought to C/CAG Board of Directors for consideration of approval

All dates are subject to change at C/CAG's discretion.

Attachments

1. Sample C/CAG Funding Agreement

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CONSULTANT**

This Agreement entered this ___ Day of ___20___, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and _____, hereinafter called "CONSULTANT."

W I T N E S S E T H

WHEREAS, C/CAG manages the Countywide Water Pollution Prevention Program to provide support to its member agencies in meeting municipal stormwater pollution prevention requirements issued by the San Francisco Bay Regional Water Quality Control Board; and,

WHEREAS, C/CAG has determined on-call consulting services are needed to provide technical support to C/CAG and its member agencies in meeting stormwater pollution prevention requirements; and,

WHEREAS, C/CAG issued a Request for Qualifications to identify qualified consultants; and,

WHEREAS, C/CAG has determined CONSULTANT is qualified to provide such technical support services; and,

WHEREAS, C/CAG may approve task orders at future dates for specific scopes of work and for funding amounts; and,

WHEREAS, CONSULTANT has reviewed the CONSULTANT's contract rate and cost structure for providing such work under future task orders; and,

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

1. **Services to be provided by CONSULTANT.** As needs are identified, C/CAG staff will present the Consultant with a proposed scope of work for a specific task and request a cost proposal. The Consultant will provide C/CAG with a cost proposal for the specific task applying the billing rates as shown in Exhibit A attached hereto as those rates may be adjusted from time to time as approved by C/CAG. The specific work scope and payment may be negotiated between the parties and a final task order defining cost and schedule (a "Task Order") will be prepared for execution. The C/CAG Executive Director must approve and execute the Task Order before it becomes effective and Consultant shall perform the Task Order work for the cost specified therein. Consultant shall provide services

consistent with its proposal submitted to C/CAG dated _____; herein incorporated by reference, with specific Scope of Services to be contained in the Task Orders issued under this Agreement.

2. **Pavments.** C/CAG shall reimburse Consultant on a time and materials basis based on the executed Task Order. Consultant shall submit to C/CAG for its approval monthly invoices for payment to be made within sixty (60) days of the date of the invoice. In consideration of the payments hereinafter set forth, the CONSULTANT shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and 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.** CONSULTANT shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. **Contract Term.** This Agreement shall be in effect as of _____ and shall terminate on _____; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to CONSULTANT. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CONSULTANT shall be paid for all services provided to the date of termination.
6. **Hold Harmless/ Indemnity:** CONSULTANT shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by CONSULTANT of its duties under this Agreement. C/CAG shall indemnify and save harmless CONSULTANT from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement. The duty of the parties 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:** CONSULTANT or its subcontractors performing the services on behalf of CONSULTANT 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. CONSULTANT 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 CONSULTANT's coverage to include the contractual liability assumed by CONSULTANT 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.

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

Liability Insurance: CONSULTANT shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CONSULTANT, 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 CONSULTANT or by any sub-contractor 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.** CONSULTANT and its subcontractors performing the services on behalf of the CONSULTANT shall not discriminate or permit discrimination against any person or group of persons on the basis of 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. **Accessibility of Services to Disabled Persons.** CONSULTANT, not C/CAG, shall be responsible for compliance with all applicable requirements 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 Exhibit A as working on this Agreement, CONSULTANT 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:** Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. **Agreement Renewal.** This Agreement may be renewed only as specified in Exhibit A.
13. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
14. **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. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. 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.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

16. **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, 5th Floor
Redwood City, CA 94063
Attention: Project Manager's Name

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

Consultant
Attention:

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

CONSULTANT

By _____ Date _____

By _____
CONSULTANT Legal Counsel

City/County Association of Governments (C/CAG)

By _____ Date _____
Mary Ann Nihart
C/CAG Chair

By _____
Nirit Erikson, C/CAG Legal Counsel