

REQUEST FOR QUALIFICATIONS

Technical Assistance Program

For Grant Preparation Services

Issue Date: Friday, March 30, 2018 RFQ Due Date: Friday, April 20, 2018, 12:00 PM

Request For Qualifications Technical Assistance Program For Grant Preparation Services

The City/County Association of Governments of San Mateo County (C/CAG), a Joint Powers Agency comprised of each of the 20 cities and the County in San Mateo County, invites your firm to submit qualifications to provide technical assistance for grant preparation services for federal, state, and regional grant research, writing, and submittals. A detailed Scope of Work is contained in Attachment A.

Qualifications must be received <u>no later than 12:00 PM on Friday, April 20, 2018</u>. Late qualifications shall be rejected. One (1) original qualifications document shall be submitted. This document shall include an ink-signed cover letter signed by an authorized representative of the firm committing to provide the services within the proposed Request for Qualifications (RFQ) and stating it is applicable to this program. Failure to furnish this original proposal document shall result in disqualification of the qualifications. All document submittals shall also include the following: three (3) hard copies, original files, in Adobe Acrobat (PDF) version. Each copy shall meet the same requirements as the original. Original electronic files and Adobe Acrobat copies shall be provided to the Program Manager on a CD/DVD and/or flash drive. RFQ responses must be sent to:

> City/County Association of Governments of San Mateo County (C/CAG) 555 County Center, 5th Floor Redwood City, CA 94063 Attention: Sara Muse Phone: 650-599-1460 E-mail: <u>smuse@smcgov.org</u>

Note regarding the Public Records Act:

Government Code Sections 6250 et seq., the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Qualifications is a public record in its entirety. Also, all information submitted in response to this Request For Qualifications is itself a public record **without exception**. Submission of any materials in response to this Request For Qualifications constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by C/CAG if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

Submittal Requirements

Consultants must submit three (3) copies and one (1) electronic copy of their qualifications. Each page shall be 8.5" x 11" or 11" x 17". Each page shall be sequentially numbered and a table of contents shall be provided. Each submittal shall be no more than 25 bound pages, excluding resumes of key staff members, relevant experience and references.

Each submittal must include the following information:

1. Cover Letter

Provide a cover letter describing the consultant's interest and commitment to the proposed program. The cover letter must include the name, title, address, phone number, and email address of the individual whom correspondence and other contacts should be directed during the selection process.

2. Executive Summary

Provide a summary of the qualifications and benefits of selecting company to perform requested services.

3. Program Understanding of Scope of Work/Approach

Qualifications shall demonstrate an understanding of the program objectives and the approach taken to implement all of the major elements of the scope of work. The approach shall include potential strategies and considerations specific to the program. Include any additional task(s) that may add value to the program. Identify items considered to be high-risk and any proposed measures to mitigate these risks. Identify key assumptions for clarification. The proposal shall include detailed scope of work document based on contents of this RFQ.

4. Cost Proposal

Provide a cost proposal. The cost estimate shall include personnel names, classification, hourly rates, overhead rates, and any other cost items necessary to performance the tasks listed in the scope of work. Detailed cost breakdown may be requested at a later time. One signed copy of the cost proposal is required to be submitted.

5. Experience

Identify any past experience and history the firm has had performing this type of work (city, county and state levels). Provide detailed information on programs with similar work. These reference programs should be of comparable size, scope and magnitude where the above proposed approach/methodology was successfully implemented within the past five (5) years. The submittal should also provide lessons learned based on experience with similar programs.

6. Firm Profile

Provide a firm profile describing company history, number of years the organization has been in business and capabilities. The company profile information should be detailed and complete, and include the following information:

- Name of company, mailing address, phone number, and fax number of the consultant's principal place of business. Background of the company including a brief company history, other names the company has utilized in the past, companies that have merged or affiliated with the consultant.
- Mailing address, phone and fax number of the office in which the consultant's team

will work.

7. Qualifications

Identify the qualifications of staff assigned to perform the work. Brief resumes of key staff should be included. The submittal shall designate a project manager who will provide a single point of contact for the management and coordination of all aspects of the work. The project manager shall be responsible for coordinating and tracking all deliverables, communication with the C/CAG program manager, and reporting of results and recommendations. Identify the task leads and backup individuals. All staff shall be clearly identified with their roles defined as well as their proposed work location during the program. Estimate the percent of onsite time for meetings and presentations expected by key staff.

8. <u>References</u>

Provide a list of relevant programs (minimum two) completed within the last five (5) years, including program description, client (with contact information), location, service provided, value of service, and key personnel.

Evaluation Criteria/Selection Process

An initial assessment will be made to ensure that the submittal is compliant with the RFQ requirements and contains the required forms and information. An incomplete submittal will be disqualified at the option of C/CAG. The selection panel will then assess the technical quality of each submittal based on the technical evaluation criteria below.

Program Understanding and Approach

- Understanding of the program goals and requirements;
- General approach to the achievement of the program goals;
- Ability to meet or exceed requirements as detailed in this RFQ;
- Organization of technical information and data; and
- Logic, clarity of work plans (scope of work) and proposed schedule and budget.

Qualifications, Related Experience and References

- Experience in performing work of a closely similar nature;
- Experience working with public agencies and multiple stakeholders;
- Demonstrated success of proposed approach/methodology in past or current similar programs;
- Strength, stability, experience and technical competence and staff.

Project Management

- Availability and adequacy of qualifications of project manager;
- Plans and methods to accomplish the goals and objectives of this programs.

Completeness of Response and Other Factors

Completeness of response in accordance with RFQ instructions and any other relevant factors not considered elsewhere including optional tasks and features. The impact of these evaluation criteria will be included in the above technical criteria. The selection panel will rank the submittals and determine the top technically ranked consultant.

C/CAG reserves the right to consider consultant performance based on comments from submitted references. Experience and ability to perform work is a significant consideration. C/CAG may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of C/CAG. C/CAG reserves the right to reject all submittals, and not enter into any contract for the services described in the RFQ. C/CAG also reserves the right to accept other than the submittals with the lowest costs and to negotiate with proposers on a fair and equal basis when the best interests of C/CAG are served by doing so. C/CAG is not liable for any costs incurred by a company before entering into a formal contract. Costs of developing the submittal or any other such expenses incurred by a company in responding to the RFQ, are entirely the responsibility of the company, and shall not be reimbursed in any manner by C/CAG.

To withdraw a proposal, a company must submit a written request to C/CAG. After withdrawing a previously submitted proposal, a company may submit another proposal at any time up to the deadline for submitting qualifications. C/CAG shall not accept any amendments, revisions, or alterations to qualifications after the submittal deadline.

Date	Description
March 30, 2018	Issue RFQ
April 20, 2018	Response to RFQ Due
April 23-27, 2018	Consultant Selection Process. Consultant interviews may be held (if necessary). Consultants selected for interview must be available during this period.
May 10, 2018	Selection Panel Presents Recommendations to C/CAG Board of Directors.

Schedule for Review Process

Questions regarding the RFQ can be directed to Sara Muse at 650-599-1460 or smuse@smcgov.org

<u>Attachments:</u> Attachment A: Scope of Work Attachment B: Sample Agreement

Attachment A: Scope of Work

Background

The City/County Association of Governments of San Mateo County (C/CAG), as the County's Congestion Management Agency (CMA) is responsible for transportation planning, programming, and funding, proposes to secure firm(s) for the Technical Assistance Program (TAP) for Federal & State, and regional Grants applications. The TAP will assist C/CAG, as well as will be made available to its 21 member agencies, including Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, San Mateo County, South San Francisco, Woodside, from time to time.

The purpose of the TAP is to assist San Mateo County jurisdictions with support in applying for competitive federal, state, and regional grants. Applicable planning and capital grants include, but are not limited to:

- US Department of Transportation's Transportation Investment Generating Economic Recovery (TIGER);
- US Department of Transportation's Infrastructure For Rebuilding America (INFRA);
- US Department of Transportation's Surface Transportation Program (STP);
- California Cap-and-Trade Program;
- Caltrans Active Transportation Program (ATP);
- Caltrans Transportation Planning Grant Program;
- Senate Bill 1 Local Partnership Program (LPP);
- Metropolitan Transportation Commission's Regional Measure 3 (RM3);
- Metropolitan Transportation Commission's Regional Active Transportation Program (Regional ATP);
- The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (California Proposition 1);
- California Parks, Environment, and Water Bond (California Proposition 68).

Local funds administered by San Mateo County Transit District (SamTrans), San Mateo County Transportation Authority, and C/CAG are ineligible for the TAP.

C/CAG seeks to retain firm(s) to assist C/CAG and its member agencies with technical assistance for federal, state, and regional grant opportunities. The following are consultant responsibilities:

- Identify possible grant opportunities.
- Coordinate with City/County staff the assimilation of information and data required to prepare accurate and complete grant applications.
- Participate in meetings with City/County staff, as needed, to assemble grant applications.
- Attend pre-proposal meetings, conferences, webinars, etc., hosted by the funding agency.
- As directed by project sponsors, prepare grant applications, including data, photos, and other required information.
- Respond to questions/requests from project sponsoring agency staff and funding agency.
- Monitor review process on behalf of project sponsors until application is awarded or denied.
- Demonstrate experience working with multiple agencies concurrently, collaboratively, and exhibiting grant preparation and administration skills necessary.

Scope of Work

C/CAG seeks to retain firm(s) to assist C/CAG and its member agencies with technical assistance for federal, state, and regional grant opportunities. Specifically, the following services are requested:

- Identify prospective grant sources for the TAP.
- Acquire and maintain knowledge and understanding of each member agency, and apply knowledge to understand how each jurisdiction should approach grant applications.
- Compile, write, edit, and submit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.
- Provide draft copies of application to City/County staff with enough time to allow for feedback and editing.
- Coordinate with City/County staff to prepare City Council/Board of Supervisor staff reports, as needed.
- Keep in contact with funding agency during their application review to provide necessary follow up material, if necessary.
- Follow-up with funding agency to request feedback, as requested by Cities/County, if grant is not awarded.

The selected consultants shall be expected to perform the necessary services required under this Request for Qualifications and must have the capacity to handle multiple grant applications concurrently.

NOTE: Depending on the grant funding source, and the project sponsor's procurement policy, the consultant providing grant writing assistance may be deemed ineligible to compete for the same project that is subsequently funded by the grant.

C/CAG is under no obligation under any resulting agreement to limit the number of grant applications that Cities/County may direct the consultants to prepare, submit, and monitor.

Schedule

Consultants chosen for this contract will enter into a two-year agreement with C/CAG (same contract agreement included in Attachment B). Task orders between consultant and Cities/County will be issued by C/CAG.

Attachment B: Sample Agreement

AGREEMENT

BETWEEN

CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND

This Agreement entered this____day of____, 20___, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and_____, hereinafter called "Consultant."

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 ...; and

WHEREAS, C/CAG has determined that Consultant has the requisite qualifications to perform this work.

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

- Services to be provided by Consultant. In consideration of the payments hereinafter set forth, Consultant agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by_____, 20____.
- 2. <u>Payments.</u> In consideration of Consultant providing the Services, C/CAG shall reimburse Consultant based on the cost rates set forth in Exhibit A up to a maximum amount of ________thousand dollars (\$xx,xxx) for Services provided during the Contract Term as set forth below. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant 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. <u>Relationship of the Parties.</u> It is understood that Consultant is an Independent Consultant 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 Consultant.
- 4. <u>Non-Assignability.</u> Consultant shall not assign this Agreement or any portion thereof to a

third party.

- 5. <u>Contract Term.</u> This Agreement shall be in effect as of ______ and shall terminate on ______, 20 ___; provided, however, C/CAG 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. <u>Hold Harmless/ Indemnity:</u> Consultant shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, 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. <u>Insurance:</u> Consultant or any subconsultants 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 the 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. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: 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 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 Consultant or by any sub-consultant 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	Approval by
	Amount	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. <u>Non-discrimination.</u> The Consultant and any subconsultants 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. <u>Compliance with All Laws.</u> Consultant 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.
- <u>Substitutions:</u> If particular people are identified in this Agreement are providing services under this Agreement, the 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. <u>Sole Property of C/CAG.</u> Work products of Consultant 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. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.

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

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

- 13. <u>Merger Clause.</u> 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. <u>Governing Law.</u> 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. <u>Notices.</u> 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

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

Consultant Address

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

Consultant:

Ву_____

Date

City/County Association of Governments (C/CAG) Executive Directo	r:
Ву	
	Date
City/County Association of Governments (C/CAG) Board Chair	
Ву	Date
C/CAG Legal Counsel	
Ву	

Date