



REQUEST FOR PROPOSALS

Land Use Impact Analysis Program Update

Issue Date: Friday, April 20, 2018

RFP Due Date: Wednesday, May 16, 2018, 12:00 PM

Request For Proposals Land Use Impact Analysis Program Update

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 a proposal to update C/CAG's Land Use Impact Analysis Program, otherwise known as Transportation Demand Management (TDM) Policy. A detailed Scope of Work is contained in Attachment A.

Proposals must be received **no later than 12:00 PM on Wednesday, May 16, 2018**. Late proposals shall be rejected. One (1) original proposal document shall be submitted. This document shall include an ink-signed cover letter signed by an authorized representative of the consultant committing to provide the services within the proposed Request for Proposals (RFP) 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 Project Manager on a CD/DVD and/or flash drive. RFP 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: smuse@smcgov.org

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 Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals 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 C/CAG for release of such information.

Submittal Requirements

Consultants must submit three (3) copies and one (1) electronic copy of the proposal. 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 project. 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. Project Understanding of Scope of Work/Approach
The proposal shall demonstrate an understanding of the project objectives and the approach taken to implement all the major elements of the scope of work. The approach shall include potential strategies and considerations specific to the project. Include any additional task(s) that may add value to the project. Identify key assumptions for clarification. The proposal shall include a detailed scope of work document based on the contents of this RFP.
4. Schedule
Provide a detailed project schedule, including project milestones, meetings and deliverables.
5. Cost Proposal
Provide a cost proposal. The cost estimate shall include personnel names, classifications, 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 later. One signed copy of the cost proposal is required to be submitted.
6. 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 projects with similar work. The referenced projects should be of comparable size, scope and magnitude where the above proposed approach/methodology was successfully implemented within the past five (5) years.
7. Firm Profile
Provide a firm profile describing company history, number of years the organization has been in business. The company profile information should be detailed and complete, and include the following information:
 - Name of company, mailing address, phone number, and website 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 email of the office in which the consultant's team will

work.

8. 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.

9. References

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 RFP 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 RFP;
- 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 projects;
- 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;
- Capacity to perform the services within the proposed schedule.

Completeness of Response and Other Factors

Completeness of response in accordance with RFP 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 RFP. 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 RFP, 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 proposals. C/CAG shall not accept any amendments, revisions, or alterations to proposals after the submittal deadline.

Schedule for Review Process

| Date | Description |
|-----------------|--|
| April 20, 2018 | Issue RFP |
| May 16, 2018 | Response to RFP Due |
| May 21-25, 2018 | Consultant Selection Process. Consultant interviews may be held (if necessary). Consultants selected for interview must be available during this period. |
| June 2018 | Selected consultants will be notified |

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

Attachments:

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, including the Congestion Management Program (CMP), proposes to secure a consultant to update its Land Use Impact Analysis Program, otherwise known as Transportation Demand Management (TDM) Policy.

C/CAG is required to prepare and adopt a Congestion Management Program (CMP) on a biennial basis. The purpose of the CMP is to identify strategies to respond to future transportation needs, develop procedures to alleviate and control congestion, and promote countywide solutions. The CMP is required to be consistent with the Metropolitan Transportation Commission (MTC) planning process that includes regional goals, policies, and projects for the Regional Transportation Improvement Program (RTIP). The 2017 CMP Update was adopted by the C/CAG Board of Directors on February 8, 2018. The CMP includes programs and policies regarding transportation systems management (TSM) and TDM, which address efforts to increase efficiency on the existing system and encourage utilization of alternative modes of transportation. Also included in the CMP is the Land Use Impact Analysis Program Policy (including Appendix I) which addresses long-range planning, individual large developments generating 100 or more net peak period trips on the CMP network, and cumulative developments.

Existing Land Use Impact Analysis Program

In 2000, C/CAG adopted a policy that provided guidelines for analyzing the impacts of land use decisions made by local jurisdictions in San Mateo County. The purpose of the policy is to preserve acceptable performance on the CMP network, and to establish community standards for consistent system-wide transportation review. The policy is implemented during the environmental review process and applies to developments that generate more than 100 peak hour trips on the CMP roadway network.

The program requires all peak hour trips be mitigated either by: 1) reducing the scope of the project so that it will generate less than 100 peak hour trips; 2) building adequate roadway and/or transit improvements so that the added peak hour trips will have no measurement impact on the CMP roadway network; 3) contributing to an amount per peak hour trip to a special fund for improvements to the CMP roadway network; or 4) requiring the developer and all subsequent tenants to implement TDM programs that mitigate the new peak hour trips. A list of acceptable programs and the equivalent number of trips that are mitigated are provided by C/CAG. The existing policy can be found online here: http://ccag.ca.gov/wp-content/uploads/2017/02/CCAG-Land-Use-Guide_CMP.pdf

C/CAG seeks to retain a consultant to assist with updating the existing Land Use Impact Analysis Program to reflect current TDM best practices, provide updated performance targets, and standardize annual survey, monitoring and reporting requirements. The objective is to develop a TDM Plan for San Mateo County that identifies TDM strategies and programs that increase the efficiency of the transportation system through alternative modes of travel.

Scope of Work

Task 1: Project Management and Coordination with C/CAG Staff

The consultant shall schedule bi-weekly conference calls with C/CAG staff to review the project status and provide summary of work completed and projected work plan for the remainder of the project. Invoices must be submitted both electronically and mailed to C/CAG's address.

The consultant will schedule a kick-off meeting with the C/CAG Project Manager to review project scope of work and refine project objectives, process, and deliverables, as needed. Consultant will establish project schedule and other related items.

Deliverables:

- Conference calls with C/CAG staff.
- Monthly Progress Reports.
- Refined Scope of Work, Budget, and Schedule.

Task 2: TDM Best Practices Review

The consultant will assess the current state of TDM planning and implementation in the region, identify best practices and opportunities for improvement and expansion of TDM program at the county and community levels, and build an understanding of the impacts and opportunities provided by new mobility and technology innovations. The consultant will review C/CAG's 2017 CMP Land Use Impact Analysis Program (CMP Appendix I).

Deliverable:

- TDM Best Practices and Next Steps Memorandum.

Task 3: Establish Approach

The consultant will collaborate with C/CAG staff to establish an approach to update/revise the Land Use Impact Analysis Program, which may include but is not limited to, updated goals and objectives, performance targets, revised point system, trip reduction, or mode shift targets.

Deliverable:

- Land Use Impact Analysis Program Update Approach Memorandum.

Task 4: Stakeholder Meetings

The consultant will facilitate and organize 2-3 stakeholder meetings over the course of the project. Stakeholder members will be defined by C/CAG staff. Stakeholders will be expected to review and provide feedback on the Land Use Impact Analysis Program update.

The consultant will prepare summaries of each stakeholder group meeting and submit to C/CAG staff no later than one (1) week after each meeting. The consultant and C/CAG staff will secure meeting locations and conduct correspondence with stakeholder group members.

Deliverables:

- Materials for each stakeholder meeting.
- Summaries of each stakeholder meeting.

Task 5: Land Use Impact Analysis Program Update

The consultant will update the Land Use Impact Analysis Program based on established approach in Task 3 and feedback from C/CAG staff and stakeholders. The update may include, but is not limited to, updated goals and objectives, defined performance targets, and practical monitoring and reporting requirements, including standardized annual surveys. The consultant will present findings to the C/CAG Board of Directors, Technical Advisory Committee (TAC), Congestion Management and Environmental Quality Committee (CMEQ), and Bicycle and Pedestrian Advisory Committee (BPAC).

Deliverables:

- Land Use Impact Analysis Program Update Document.
- Final Project Report.
- Presentations to C/CAG Board, TAC, CMEQ, and BPAC.

Tentative Schedule

C/CAG anticipates the project will take 6-8 months from the time of contract execution. The tentative project schedule includes a Kick-off Meeting in July 2018 and the outreach process beginning in September 2018 and continuing through March 2019, with final meetings and presentations to the C/CAG Board and Committees in spring 2019.

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:

1. 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. Payments. 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. Relationship of the Parties. 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. Non-Assignability. Consultant 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 _____, 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. Hold Harmless/ Indemnity: 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. Insurance: 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 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 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. Compliance with All Laws. 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.
10. Substitutions: 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. Sole Property of C/CAG. 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. Access to Records. 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. 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, 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:

By _____

Date

City/County Association of Governments (C/CAG) Executive Director:

By _____
Date

City/County Association of Governments (C/CAG) Board Chair

By _____
Date

C/CAG Legal Counsel

By _____
Date