



REQUEST FOR PROPOSALS AND QUALIFICATIONS

For

**TECHNICAL SUPPORT AND COLLABORATIVE PLANNING
SERVICES TO THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY**

TO DEVELOP THE

RESILIENT SAN CARLOS SCHOOLYARDS PROJECT

January 4, 2021

Proposals Due: JANUARY 25, 2021

**Submit To: Reid Bogert, Stormwater Program Specialist
San Mateo Countywide Water Pollution Prevention Program
rbogert@smcgov.org**

REQUEST FOR PROPOSALS AND QUALIFICATIONS

TO DEVELOP THE RESILIENT SAN CARLOS SCHOOLYARDS PROJECT

INTRODUCTION

The City/County Association of Governments of San Mateo County (C/CAG) is inviting proposals for specialized technical services and collaborative planning services to assist in developing the Resilient San Carlos Schoolyards Project, which is funded by a California Resilience Challenge Grant administered by the Bay Area Council. Upon review of all submitted proposals, which may include interviews of consultant teams, C/CAG staff will negotiate, as needed, with one or more consultants to enter into one or more funding agreements covering the task(s) identified below under “Scope of Work.”

BACKGROUND

C/CAG is a joint powers agency whose members are the County of San Mateo 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 of the 20 incorporated cities and towns, and the San Mateo County Flood and Sea Level Rise Resiliency 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 the incorporated and unincorporated areas of San Mateo County.

REQUEST FOR PROPOSALS AND QUALIFICATIONS

C/CAG is requesting proposals and qualifications to provide technical support on the tasks identified in Attachment A for the development of the Resilient San Carlos Schoolyards Project. Funding for this project is provided by the Bay Area Council via its California Resilience Challenge Grant. As detailed in Attachment A, the intent of the Resilient San Carlos Schoolyards project is to:

1. Develop schoolyard greening concept plans for multiple campuses in the San Carlos School District, which would further advance climate resiliency with respect to stormwater management and localized flooding, urban heat island impacts, water quality improvement, and water supply augmentation through stormwater capture/infiltration/reuse and groundwater recharge at schools.
2. Support C/CAG’s member agencies in advancing sustainable stormwater management through new partnerships with schools and other agencies, like the Flood and Sea Level Rise Resiliency District and the County Office of Education to address shared pollutant reduction, climate resiliency and environmental literacy goals, especially within context of needing adaptive outdoor learning environments in crisis situations.
3. Establish a framework and process for advancing implementation of green stormwater infrastructure and other related climate resiliency projects at schools across San Mateo County.

Part of the intent of this Request for Proposals and Qualifications (RFP/RFQ) is to identify qualified consultants that can support future C/CAG efforts related to planning, design, and implementation of stormwater management and climate resiliency projects at schools.

PROPOSAL DETAILS

A. Due Date

A **digital** copy of the proposal must be submitted no later than **1:00 PM on January 25, 2021**. **LATE PROPOSALS WILL NOT BE ACCEPTED.** You will receive a confirmation email upon receipt of your proposal. Submit via email to Reid Bogert or via the RFQ/RFP webpage:

E-Mail: Reid Bogert - rbogert@smcgov.org
Subject: Resilient San Carlos Schoolyards Project Proposal
Phone: 650-863-2126

C/CAG RFQ/RFP Website Upload (follow-instructions for proposal upload):
<https://ccag.ca.gov/opportunities/rfpsrfqs/>

Note regarding the Public Records Act:

Government Code Sections 6550 *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 exempt from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals and Qualifications (RFP/Q) is a public record in its entirety. Also, all information submitted in response to this RFP/Q is itself a public record without exception. Submission of any materials in response to this RFP/Q 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.

B. RFP/Q Updates/Q&A

In an effort to ensure all interested parties receive the same information regarding this solicitation, C/CAG will post any updates to the RFP/Q and relevant question and answer documents on its website on the Requests for Qualifications/Proposals page:
<https://ccag.ca.gov/opportunities/rfpsrfqs/>.

C. Proposal Requirements and Format

Proposers responding to this request must provide an electronic submittal of their proposal in accordance with the proposal content requirements below:

1. Transmittal Letter - A brief statement (no longer than one page) of the Consultant's understanding of and interest in the project, including a brief description of the roles of the Consultant and subcontractors, if any, that will be utilized for the requested services. Include a statement as to the Consultant's ability to complete the proposed tasks in the referenced timeframes and ability to commence work immediately upon issuance of a Notice to Proceed. The person authorized to negotiate a contract with C/CAG shall sign the cover letter. Address the transmittal letter and the proposal as follows:

RE: Resilient San Carlos Schoolyards Project
Attn: Reid Bogert, Stormwater Program Specialist
City/County Association of Governments of San Mateo County
San Mateo Countywide Water Pollution Prevention Program
rbogert@smcgov.org

2. Authorized Contacts - Identify the name and title of the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
3. Table of Contents, listing major topics and respective page numbers.
4. Exceptions to the solicitation (or amendments thereto), or to the attached draft funding agreement (Attachment B) that selected consultant(s) would be expected to execute, if any.
5. Executive Summary - No more than one (single-sided) page describing the most important elements of the proposal and how the requested tasks will be fulfilled.
6. Technical Proposal – No more than 5 (single-sided) pages total, as detailed below.
7. Supplementary Documents – No more than 10 (single-sided) pages total, as detailed below.

D. Technical Proposal Format

1. Project Understanding, Vision, and Approach:

Briefly present your firm's understanding of the proposed project and clearly define a project vision, methodology and approach to complete all tasks listing "consultant(s)" as responsible parties in the Scope of Work included in Attachment A of this RFP/Q. Consultants are encouraged to be both innovative and cost-effective in their proposals. The Consultant's approach should identify roles of any subcontractors that will assist in fulfilling the scope of services, recommendations on alternative tasks/approaches not identified in this RFP/Q that are deemed necessary or

appropriate for inclusion, anticipated deliverables, and a summary of specialized experience or expertise directly relevant to the proposed tasks.

2. **Work Plan:**

The Work Plan will constitute the core of the proposal. In this section, proposers should address all the topics and tasks described in the Scope of Work (Attachment A) and any other tasks that the proposer recommends incorporating into the scope of work to complete the deliverables outlined in the RFP/Q.

3. **Project Schedule:**

Proposals shall include a schedule that identifies overall duration for proposed services, duration of individual tasks and subtasks, key milestones, and critical pathways to meeting the overall schedule. All work under the project must be completed by December 31, 2022.

4. **Cost Proposal:**

Proposals shall include a cost estimate to provide the proposed scope of services with costs broken down by fiscal year, tasks/subtasks, and deliverables. Cost-effectiveness will be considered in the consultant selection process. Note that indirect costs should NOT be included as an expenditure in the cost proposal.

E. **Supplementary Documents:**

1. **Experience** – Provide a statement of qualifications of your organization and/or consultant team (sub-contractors), including organizational capacity and experience performing similar work relevant to the tasks outlined for this project. Include brief resumes for all staff members on the team and an organizational chart identifying roles and responsibilities for each task.
2. **Work Samples** – Provide brief descriptions of at least three but not more than five successful projects completed by members of the consultant team relevant to the topic areas and project deliverables described in this solicitation.
3. **References** – Provide three references from successfully completed projects of similar nature to those described in this solicitation, including contact information for an individual at the organization who was responsible for managing and accepting the work. Please ensure all references and contact information are current. Out-of-date or incorrect reference information will be deemed not provided.

F. **Pre-Proposal Webinar:**

C/CAG will host an optional pre-proposal webinar at **2 PM on January 12, 2021** via the following Zoom information:

Join Zoom Meeting:

<https://us02web.zoom.us/j/89750400458?pwd=ZkVNU2VITIjZeFdMbEg1ZVI0R1AxZz09>

Meeting ID: 897 5040 0458

Passcode: 581285

Join by Phone:

(669) 900-6833

Meeting ID: 897 5040 0458

Passcode: 581285

Find your local number: <https://us02web.zoom.us/u/kcSo1UBhyK>

G. Submittal of Questions:

Questions about the RFP/Q should be submitted in writing to allow C/CAG staff to prepare a response that can be shared with all interested parties. **Questions submitted by noon on January 15, 2021 will be addressed via a posted response on C/CAG’s Requests for Qualifications/Proposals webpage: <https://ccag.ca.gov/opportunities/rfprsfgs/>.** Questions should be e-mailed to:

Reid Bogert: rbogert@smcgov.org

San Mateo Countywide Water Pollution Prevention Program Specialist

H. Evaluation Criteria and Consultant Selection Process:

Proposals will be evaluated based on the following criteria:

Criteria	Points
Overall approach and understanding of the work to be done: <ul style="list-style-type: none"> • Clarity of understanding of the scope of services to be provided • Completeness in responding to all major tasks and subtasks • Appropriateness and cohesiveness of the proposed solution and approach • Collaborative planning process to engage the multiple stakeholders in this process. • Development of curriculum integration and linkages between the concept design work and stakeholders 	10
Experience with similar kinds of work: <ul style="list-style-type: none"> • Demonstrated experience with projects related to all major tasks and subtasks, especially developing conceptual designs for green stormwater infrastructure at schools or similar sites; developing school site climate adaptation or related schoolyard greening plans; and developing and executing public engagement processes, especially experience engaging various school stakeholders (e.g., administrators, teachers, students, School District staff, facilities/maintenance staff, PTAs, green garden groups, etc.) • Experience with schoolyard greening projects is highly desired 	10

<p>Cost effectiveness of proposal and project timeline:</p> <ul style="list-style-type: none"> • Proposal includes a clear and feasible cost proposal with proposed costs and hourly rates and expected staffing time by task and subtask; should include anticipated expenses • Proposal includes a well-defined and organized project timeline, including project management and staffing plan • Proposal includes a cost-effective approach to achieving the scope of work and maximizing resources to advance schoolyard greening concept planning in San Carlos 	6
<p>Staff qualifications:</p> <ul style="list-style-type: none"> • Qualifications and experience of both the proposed team and key personnel • Experience working with public agencies and schools/school districts • Experience working on similar projects or projects with similar scopes 	6
<p>Developing innovative techniques:</p> <ul style="list-style-type: none"> • Demonstrated innovations in schoolyard greening concept planning • Proposal and workplan include novel or advanced techniques for project deliverables and project management • Opportunities for student voice to be included in the planning process 	6
<p>Familiarity with local school planning processes:</p> <ul style="list-style-type: none"> • Demonstrated experience with or knowledge of San Mateo County schools/districts and campus planning processes • Demonstrated experience with or knowledge of San Mateo County Office of Education Environmental Literacy Program and climate adaptation planning efforts 	4
<p>References and work samples</p> <ul style="list-style-type: none"> • Three current references and three to five work samples that demonstrate ability to be successful with all major tasks and subtasks of the project 	3
Total	45

C/CAG staff and potential project partners (e.g., San Carlos School District, Cities of San Carlos and/or Belmont, San Mateo Flood and Sea Level Rise Resiliency District staff, County Office of Education), will review and evaluate the proposals. Consultant teams may be asked to participate in interview panels. Selection among the proposals will be based upon identifying the most appropriate consultant team and approach to achieve C/CAG’s desired outcomes on the various tasks within budgetary limitations. C/CAG staff will negotiate a final fee and scope of work with the selected consultant(s) and recommend a funding agreement for approval by the C/CAG Board of Directors.

The consultant selection process is expected to proceed along the following general timeline. These dates are not binding and subject to change and depend on C/CAG having an executed funding agreement in place with the Bay Area Council according to the final negotiated scope of work between C/CAG and the selected consultant(s). C/CAG reserves the right to reject any or all proposals and waive any minor irregularities. All proposals become the property of C/CAG.

Description	Tentative Dates
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Issue RFP/Q	January 4
Response to RFP/Q due	January 25
Pre-Proposal Webinar	January 12
Selection panel reviews and ranks proposals	Week of January 25
Interviews, as needed	Weeks of Feb 1/Feb 8
Initiate fee and scope of work negotiations	Weeks of Feb 8/Feb 15
C/CAG Board considers funding agreement(s)	March 11
Notice to Proceed	March 12

I. Method of Payment:

Payments will occur via quarterly invoicing on a time and materials basis, per the specified tasks and subtasks outlined in the final negotiated scope of work and subject to the terms and conditions established through the contract set forth between the Consultant and C/CAG.

Attachments:

1. Attachment A – Scope of Work
2. Attachment B – Draft Consultant Funding Agreement

ATTACHMENT A

Scope of Work

SCOPE OF WORK:

Resilient San Carlos Schoolyards Project

INTRODUCTION:

The City/County Association of Governments of San Mateo County (C/CAG) has been awarded a California Resilience Challenge grant to implement the “Resilient San Carlos Schoolyards Project (Project).” This Project will create conceptual plans for incorporating green infrastructure on San Carlos School District (SCSD) campuses in San Mateo County, with the goal of transforming schoolyards into resilient landscapes that help mitigate the effects of climate change on precipitation and heat, improve water quality, and create enhanced and dynamic outdoor learning environments for students.

Schools provide a significant opportunity for integrating green stormwater infrastructure into the urban landscape in San Mateo County due to their large parcels and overall levels of imperviousness that generate significant volumes of stormwater runoff. By creating resilient schoolyard concepts, C/CAG and the SCSD will take an important step forward toward creating more resilient schools that capture, use, infiltrate, and clean stormwater runoff and protect downstream storm drains, creeks, and San Francisco Bay, while reducing heat island impacts through increased tree canopy and vegetation.

The Project is expected to begin in March 2021 and be completed by December 31, 2022. C/CAG plans to partner with the SCSD and other stakeholders, including the City of San Carlos, City of Belmont, the San Mateo County Flood and Sea Level Rise Resiliency District, and the County Office of Education. While C/CAG’s original grant proposal requested \$200k to develop concept designs for up to six school sites (nine total schools), the grant award is just less than half of what was originally requested. C/CAG recognizes the likely need to down-scope the original proposal to fewer sites given the available grant funds. Based on prior coordination and engagement with the Tierra Linda Middle School/Mariposa Upper Elementary/San Carlos Charter Learning Center campus, C/CAG recommends investigating the feasibility and opportunity to develop concept plans for these three schools as a starting point, though Proposers may propose fewer or alternative sites based on available budget and proposed strategy for maximizing impact.

This project builds on previous coordination between C/CAG and the SCSD to find opportunities to advance stormwater management with schoolyard greening and leverages ongoing work with the County Office of Education to promote climate adaptation via curriculum integration, facilities improvements and institutional change. The overall goal of the concept plans is to create design concepts that merge schoolyard water and heat resiliency with curriculum linkages and recreational, aesthetic and outdoor learning benefits. The concepts are intended to promote an integrated approach to schoolyard greening, emphasizing the need for adapting schoolyards for outdoor learning and safe and healthy campuses that are resilient to climate hazards. It is also the hope of the project to create momentum via the project concepts toward implementation by establishing the foundation for fundraising and grant applications. Through coordination with the County Office of Education, this project will also provide the groundwork for scaling-up this

approach to broader schoolyard greening and climate resiliency across the 23 school districts in San Mateo County.

Proposers are requested to provide a cost-effective proposal to achieve the goal of creating meaningful and replicable resilient schoolyard concept plans that are responsive to the respective school community interests and needs. Recognizing the available funds from the grant program may be insufficient to fully address the proposed three sites or an alternative set of sites – proposers should provide a cost-effective scope for what the Consultant determines is the best approach to maximize resources and impact.

RESPONSIBLE PARTIES:

The project will be implemented by C/CAG and one or more consultants that will be selected via this procurement process. C/CAG also intends to engage several project partners, including the San Carlos School District, school representatives, the Cities of San Carlos and Belmont, the San Mateo County Flood and Sea Level Rise Resiliency District and the San Mateo County Office of Education, in review and commenting on project deliverables. To maximize resources for developing deliverables, Consultants should recommend the most cost-effective allocation of grant resources to the below tasks and make any recommended changes for C/CAG staff to provide support in-lieu of expending Consultant budget.

SCOPE OF WORK

The below Scope of Work describes the key Tasks and Subtasks to be completed by the selected Consultant(s). As stated above, Consultants may suggest variations to the overall approach, or alternative scope items, but the following core Tasks and Subtasks should be fully addressed in Consultant proposals.

Task 1. Project Initiation

Task 1.1 – Project Team Coordination Meetings

- Periodic project team meetings with C/CAG staff, project partners (including representatives from the San Carlos School District; relevant schools; Cities of San Carlos and Belmont; San Mateo Flood and Sea Level Rise Resiliency District; and San Mateo County Office of Education) and consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.
- Responsible Party: Consultant(s)

Task 1.2 – Consultant Project Management

- The Consultant(s) C/CAG procures to implement the grant effort will manage their teams, coordinate internally, ensure conformance with C/CAG and Bay Area Council funding agreement requirements, develop summaries of work completed, and submit regular invoices for reimbursement.
- Responsible Party: Consultants

<i>Task</i>	<i>Deliverable</i>
1.1	<i>Project management meeting minutes</i>
1.2	<i>Quarterly consultant invoices and work summaries</i>

Task 2. Stakeholder Engagement

Task 2.1 – Develop Engagement Strategy

- Develop a community engagement strategy for soliciting input from representatives of each school and the broader community members affiliated with the schools. The engagement strategy should consider the following audiences: school and school district staff, students, Parent Teacher Associations, school site councils, neighborhood associations, community groups. Specific focus should be directed to engaging student voices.
- The strategy should provide a participatory forum (taking into consideration the likelihood that in-person engagement may not be possible due to COVID-19 restrictions) for creating visions for the school concept plans and a process for sharing progress and soliciting input on developing the plans. Focus on assessing vulnerable communities if relevant, infrastructure risks and needs in context of a changing climate, and local knowledge of existing and planned campus improvements.
- The strategy should include steps to grow environmental literacy in the community and provide opportunities for curriculum integration with the schools.
- The School Engagement Strategy should define a process for engaging all proposed school sites in an effective and efficient manner.
- Responsible Party: Consultant(s)

Task 2.2 – Stakeholder Engagement Meetings

- Convene a Stakeholder Advisory Committee for developing the concept plans and hold meetings with relevant staff and representatives from the San Carlos School District, schools, Parent Teacher Associations, school site councils, City of San Carlos, San Mateo Flood and Sea Level Rise Resiliency District, San Mateo County Office of Education and additional key stakeholders to provide updates and seek input on project deliverables, focusing on the school engagement process and creating concept plans.
- Plan and host green schoolyard concept planning meetings in an effective approach according to the Engagement Strategy. Meetings should be participatory and provide opportunities for stakeholders to learn about and provide meaningful input into the proposed process and development of concept plans.
- An initial project kick-off meeting including key stakeholders and representatives from each school should be included to provide context, generate enthusiasm for the project and define the process and timeline for developing each school concept plan and final deliverables.
- Meetings shall be planned to account for potential public health restrictions on in-person gatherings.

- Responsible Party: Consultant(s) with support from C/CAG staff

<i>Task</i>	<i>Deliverable</i>
2.1	<i>Draft and final School Engagement Strategy</i>
2.2	<i>School and stakeholder engagement meetings, including a project kick-off meeting with stakeholders from all schools. Deliverables: materials, including power point presentations, event meeting notes, and attendance records</i>

Task 3. School Site Surveys

Task 3.1 – Conduct School Site Surveys

- Develop and conduct school site surveys to evaluate topographical conditions, drainage patterns and issues, soil conditions, utilities, etc. Site surveys should be coordinated with the school engagement process.
- Responsible Party: Consultant(s)

<i>Task</i>	<i>Deliverable</i>
3.1	<i>Completed school site surveys</i>

Task 4. Schoolyard Greening Concept Plans

Task 4.1 – Develop Concept Plans

- Working with stakeholders develop integrated schoolyard greening concept plans that address the core climate resilience challenges of the project (stormwater management/flooding, drought, heat).
- Concept plans should be developed in a cost-effective approach across all participating schools and should include school context and detailed concepts with integrated stormwater and recreational/aesthetic features that provide opportunities for curriculum connections.
- Concepts should address water quality and other climate adaptation benefits to the extent possible, as well as potential for creating comfortable outdoor learning environments in light of the current pandemic focus on outdoor and spacious classroom areas.
- Responsible Party: Consultant(s)

<i>Task</i>	<i>Deliverable</i>
4.1	<i>Draft, revised draft and final concept plans</i>

Task 5. Resilient San Carlos Schoolyards Project Report

Task 5.1 – Develop Comprehensive Resilient San Carlos Schoolyards Project Report

- Working with stakeholders develop a comprehensive report that covers all developed school concept plans. The report should at minimum provide context for each school in terms of the school background and context for the proposed improvements, a discussion of the school engagement strategy and how participants provided input, tools and resources for maintaining the green stormwater infrastructure components of the concepts, tools and guidance for integrating curriculum connections with the proposed concepts, and a section describing recommendations for funding strategies to build projects.
- Plan should summarize strategic steps for environmental literacy in the community and opportunities for curriculum integration with the schools.
- The report should include lessons learned, tips, and strategies for future projects.
- Responsible Party: Consultant(s)

<i>Task</i>	<i>Deliverable</i>
5.1	<i>Draft, revised draft and final report</i>

ATTACHMENT B

Draft Consultant Funding Agreement

**AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
CONSULTANT**

This Agreement entered this ___ day of _____ 2021, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and XXX, hereinafter called “Consultant”.

WHEREAS, C/CAG, is the Congestion Management Agency for San Mateo County and administers the Countywide Water Pollution Prevention Program; and

WHEREAS, the Bay Area Council awarded C/CAG \$XXX to develop schoolyard greening concept plans, with a focus on planning green stormwater infrastructure integrated with other campus improvements, such as outdoor classrooms, at schools in the San Carlos School District, which will further advance progress towards C/CAG member agencies’ pollutant load reduction requirements in the San Francisco Bay Regional Water Quality Control Board’s Municipal Regional Permit and support schools in building climate resiliency by providing opportunities to harvest and reuse rain water, better manage projected increases in runoff on campuses and create safer, more comfortable learning environments; and

WHEREAS, C/CAG requires Consultant services to assist in developing schoolyard greening concept plans to support future project fundraising, design and implementation; and

WHEREAS, C/CAG has determined Consultant has the requisite qualifications to perform this work; and

WHEREAS, the total amount available to Consultant to complete this work is not to exceed \$XXX; and

WHEREAS, by approving Resolution 21-XXX, the Board of Directors of the City/County Association of Governments of San Mateo County authorized the C/CAG Chair to execute an agreement with Consultant to complete this work, and further authorized the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution by the C/CAG Chair in a cumulative amount not to exceed \$XXX.

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

1. **Services to be provided by CONSULTANT.** Consultant agrees to provide services consistent with the scope of work contained in Exhibit A (the “Services”) and at hourly rates contained in Exhibit B.

2. **Payments.**

- a. In consideration of the Services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A and Exhibit B, and in any subsequent task orders executed under the governance of this agreement, C/CAG shall reimburse Consultant on a time and materials basis based on the cost proposal set forth in Exhibit A and the rates set forth in Exhibit B. The total amount of payment by C/CAG shall not exceed **\$XXX** for Services provided during the Contract Term set forth below. Payments shall be made to Consultant quarterly based on an invoice submitted by Consultant. C/CAG will reimburse Consultant only for actual allowable costs that are incurred in accordance with the provisions of this Agreement.
 - b. Invoices shall include names of personnel performing work; dates and times of project work; locations of project work; itemized costs, including identification of personnel providing services during the period of the invoice, number of hours and hourly rates for each employee or contractor, authorized travel expenses with receipts, and receipts for authorized materials or supplies; and a written progress report detailing the work completed during the period of the invoice.
3. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
 4. **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.
 5. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
 6. **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 will 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, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

7. Hold Harmless/ Indemnity.

- a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise

(provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. **Insurance.**

- a. *General Requirements.* Consultant or its 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. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending 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.
- b. *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. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

- c. *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 claims for property damage that may arise from Consultant’s operations under this Agreement, whether such operations be by 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 approved by C/CAG Staff.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers’ Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

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, agents, employees, and servants 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 and payment pursuant to this Agreement.

- 9. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo

- County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.
10. **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.
 11. **Substitutions:** If specific people are identified in Exhibit A as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.
 12. **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.
 13. **Access to Records.** C/CAG, or any of its 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 conducting audits or examinations or making excerpts or transcriptions.
 14. **Record Retention; Right to Monitor and Audit.**
 - a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
 - b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
 - c. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

- 15. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
- 16. **Merger Clause.** This Agreement, including Exhibits A and B 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 Agreement 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.
- 17. **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.
- 18. **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: Reid Bogert

Notices required to be given to the CONSULTANT shall be addressed as follows:

CONSULTANT Name
CONSULTANT Address
 Attention: ***

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 of San Mateo County (C/CAG)

By _____
Marie Chuang
C/CAG Chair

Date

C/CAG Legal Counsel

By _____
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

SCOPE OF WORK, BUDGET, AND SCHEDULE

Exhibit B

CONSULTANT BILLING RATES

Hourly billing rates for Consultant and sub-consultant(s) are included on the follow