



REQUEST FOR PROPOSALS

San Mateo Countywide Transportation Plan Update

Issue Date: January 6, 2025

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor, Redwood City, CA 94063

Closing Date/Time for Requests for Clarifications: January 13, 2025, 5:00 P.M

Submissions are due prior to 4:00 P.M., February 10, 2025

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1. Introduction

1.1 Agency Description

The City/County Association of Governments of San Mateo County (C/CAG) was founded in 1990 as a Joint Powers Authority, tasked with working on issues that affect the quality of life in San Mateo County. As the Congestion Management Agency and County Transportation Agency for San Mateo County, C/CAG oversees State and Federal transportation funds and implements the Congestion Management Program to reduce auto-related congestion. Additionally, C/ CAG manages the Countywide Water Pollution Prevention Program, ensuring compliance with the Municipal Regional Permit and oversees regional stormwater projects. C/CAG also acts as the Airport Land Use Commission for the County, implementing the three compatibility plans. Furthermore, C/CAG supports energy efficiency and climate initiatives through the Energy Watch and Regionally Integrated Climate Action Planning Support programs. C/CAG’s member agencies include the County of San Mateo and the twenty cities and towns.

The San Mateo County Transportation Authority (SMCTA) plans, funds, and delivers transportation programs and projects throughout San Mateo County. SMCTA manages the voter-approved Measure A and Measure W sales taxes that generate revenue to help improve transit and relieve congestion.

C/CAG and SMCTA invites firms to submit a proposal to develop an update to the San Mateo Countywide Transportation Plan Update.

1.2 Contract and Response Information

Proposals submitted in response to this Request for Proposal (RFP) will be used as a basis for selecting the Consultant for this project. The proposals will be evaluated and ranked according to the criteria provided in Section 5, “Proposal Evaluation,” of this RFP.

The RFP documents for this project are available for download on the C/CAG website at <https://ccag.ca.gov/opportunities/rfpsrfqs/>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses shall be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit their Proposal by 5:00 PM on February 10, 2025, in accordance with the instructions contained in the RFP. Other key RFP dates are listed below under “Tentative Schedule”. Please submit the proposal to:

C/CAG Point of Contact:
Jeff Lacap
555 County Center, 5th Floor
Redwood City, CA 94063
Phone: (650) 599-1406

E-mail: jlacap@smcgov.org

Proposals received after the time and date specified above will be deemed nonresponsive to the requirements of the RFP and will not be considered. The date and time of proposal receipt will be recorded based on the email submission timestamp. C/CAG is not responsible for submissions delayed for any reason.

1.3 Tentative Schedule

Date	Description
January 3, 2025	Issue RFP
January 13, 2025, at 4:00 P.M	Closing Date/Time for Requests for Clarifications
February 10, 2025, at 4:00 P.M.	Response to RFP Due
Week of March 10, 2025	Consultant interviews – conducted via Zoom
April 10, 2025	C/CAG Board approval
April 17, 2025	Notice to Proceed and Project Kick-off

Any questions related to this RFP shall be submitted in writing to the attention of Jeff Lacap via email at jlacap@smcgov.org. Questions shall be submitted before 4:00 PM on January 13, 2025.

2. Minimum Qualifications of Personnel

Proposals must demonstrate that the firm or team submitting the proposal (Proposer) meets the following Minimum Qualifications to be eligible for consideration for this project.

1. Proposer must demonstrate to C/CAG’s satisfaction that the firm, a subconsultant, or a key staff member from either the firm submitting a proposal or a subconsultant who shall be assigned to this project have successfully competed at least three public sector planning or feasibility studies in the last five years, involving two or more public agencies and at least one partnering community-based organization.
2. The Proposer’s Project Manager (PM) shall have a minimum of five years of experience managing planning studies of a similar scope, including coordinating with multiple public agencies and stakeholders.

3. Project Description and Background

The City/County Association of Governments of San Mateo County (“C/CAG”) provides a collaborative forum for all jurisdictions in San Mateo County to pursue our goals for a safe, equitable, and accessible multi-modal transportation network and an environmentally sustainable, climate resilient future. C/CAG operates as a Joint Powers Authority and has membership that includes each of the 20 cities/towns and the County in San Mateo County.

As the County’s Congestion Management Agency, C/CAG is responsible for transportation

planning, programming, and funding. This includes developing and updating the county's County Transportation Plan.

In 2021, MTC adopted the third iteration of Plan Bay Area, Plan Bay Area 2050, which integrates housing, the economy, transportation, and the environment through 35 strategies that aim to make the Bay Area more equitable for all residents and more resilient in the face of unexpected challenges. In the short-term, the Plan's implementation plan identifies more than 80 specific actions for MTC, ABAG, and partner organizations to take over the next five years to advance these strategies and achieve the Plan Bay Area goals.

Currently, MTC is developing Plan Bay Area 2050+, a limited and focused update to Plan Bay Area 2050. It is an opportunity to refine selected plan strategies to integrate the lessons of the last three years since the adoption of Plan Bay Area. Additionally, the limited and focused update approach will enable continued progress implementing the strategies of Plan Bay Area 2050.

The next major update of Plan Bay Area is expected to begin in 2026 and be adopted in 2029. As stated in the Countywide Transportation Plan (CTP) guidelines from MTC, MTC recommends that CTPs should be completed by 2026 to inform the next major update to Plan Bay Area.

4. Proposal Requirements

These guidelines are provided for standardizing the preparation and submission of responses by all Proposers. The intent of these guidelines is to assist Proposers in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

4.1 General Conditions

By responding to this RFP, Proposers are deemed to accept and agree to these general guidelines. By submitting a response to this RFP, Proposers acknowledges and accepts C/CAG's rights as set forth in this RFP, including those identified in these general conditions.

- Neither submission of a proposal nor C/CAG's receipt of proposal materials confers any right to the proposer nor any obligation on C/CAG. This RFP does not commit C/CAG to award a contract, nor will C/CAG defray any costs incurred in preparing proposals or participating in any presentations or negotiations.
- C/CAG accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions in response to the RFP will become the property of C/CAG and may be used by C/CAG in any way deemed appropriate.
- Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
- C/CAG reserves the right to accept or reject any or all proposals received as a result of this request, waive minor irregularities, request additional information, negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of C/CAG to do so.
- Any contract resulting from this RFP will be awarded to the responsible offeror whose proposal is most advantageous to C/CAG, with price and other factors considered.

- The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not have any force or effect until it is approved and fully executed by C/CAG.
- If the selected Proposer fails to enter into a contract with C/CAG in a timely manner as determined by C/CAG, C/CAG reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
- The work performed pursuant to any resulting contract shall comply with the requirements of all federal, state and local laws without limitation, and such laws shall apply to this RFP and any subsequent contract as though incorporated herein by reference.
- The Consultant shall comply with all insurance requirements of C/CAG, included in the sample agreement in Appendix C, "Sample Agreement Template."

4.2 Public Records

- All proposals, protests, and information submitted in response to this solicitation will become the property of C/CAG and will be considered public records. As such, they may be subject to public review.
- Any contract arising from this RFP will be a public record.
- Submission of any materials in response to this RFP constitutes:
 - Consent to C/CAG's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - Waiver of all claims against C/CAG and/or its officers, agents, or employees that C/CAG has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - Agreement to indemnify and hold harmless C/CAG for release of such information under the Public Records Act; and
 - Acknowledgement that C/CAG will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
- C/CAG is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- If submitting information protected from disclosure as a trade secret or any other basis justifiable under the Public Records Act, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, C/CAG will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- Failure to seek a court order protecting information from disclosure within ten days of C/CAG's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold C/CAG harmless for release of such information.
- Requests to treat an entire proposal as confidential will be rejected and deemed agreement to C/CAG disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- Trade secrets will only be considered confidential if claimed to be a trade secret when

submitted to C/CAG, marked as confidential, and compliant with Government Code Section 6254.7.

4.3 Submittal Requirements

Proposers must submit one (1) electronic copy of the proposal no later than 5:00 P.M. on January 19, 2025. The proposals must be submitted in PDF format. Each page shall be 8.5" x 11" or 11" x 17" and all body text, including any supplemental materials, shall be 12-point font. Each page shall be sequentially numbered, and a table of contents shall be provided. Each submittal shall be no more than 20 pages, excluding cover letter, title page, table of contents, resumes of key staff members, relevant experience, references, and supplemental materials.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

Proposals must be sent electronically to Jeff Lacap at jlacap@smcgov.org by **5:00 P.M. on February 10, 2025.**

4.4 Proposal Format

1) Transmittal Letter

A brief statement (no longer than one (1) page) of the Consultant's understanding of and interest in the project, including a brief description of the roles of the Consultant and subconsultants, 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: San Mateo Countywide Transportation Plan Update
Attn: Jeff Lacap, Transportation Systems Coordinator
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

The letter shall be on Consultant letterhead and 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. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 120 days from the due date for proposals.

2) Title Page

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact Person's email address,

and the date.

3) Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

4) Executive Summary and Project Approach

Provide a brief summary of the qualifications and benefits of selecting the Proposer to perform requested services. This section should clearly convey the Proposer's understanding of the project scope, the general approach to be taken, and identify any specific considerations regarding how the project will be performed.

5) Work Plan

This section should present a work plan for the tasks described in the Scope of Work (Appendix A). The proposed work plan should discuss how the Proposer will conduct the identified tasks, identify deliverables, and propose a schedule.

6) Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall align with the anticipated project kick-off date in mid-April 2025 and the completion and closeout date of January 30, 2027.

7) Cost Proposal

Proposers shall provide a detailed not to exceed cost proposal for the Project using the Cost Proposal Template (Appendix B), with best estimate cost breakdowns by fiscal year and at the task and sub-task level. The cost estimate shall include personnel classifications, hourly rates, overhead rates, and any other cost items necessary to perform each of the tasks/sub-tasks listed in the Scope of Work. Rates indicated shall be firm for the initial contract term and any annual rate escalation shall not exceed 3%. C/CAG reserves the right to negotiate with or to decline to enter into contracts with a Proposer's whose rates are unreasonable at C/CAG's sole discretion.

8) Supplemental Materials

As an appendix, Proposals shall include the following as documentation of relevant Consultant firm information, qualifications and experience:

a) Qualifications

Identify the qualifications of staff assigned to perform the work, whose expertise or experience addresses each of the specified needs. Identify the personnel, including subcontractor personnel. Provide resumes for all key team members. 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.

b) Work Samples

Provide two (2) relevant work samples.

c) References

Provide three (3) relevant references and their contact information.

9) Additional Proposal Requirements

As an appendix, Proposals shall include the following documentation related to Conflicts of Interest, Contract Management, Insurance Provisions, and Taxpayer Identification and Certification:

a) **Litigation**

Indicate if the proposing Consultant is or was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

b) Contract Agreement

Indicate if the proposing Consultant requests any exceptions from the standard Contract Agreement included as Appendix C, Sample Agreement Template.

c) Insurance Provisions

Submit a signed acknowledgement, for Proposer only, that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Appendix C, Sample Agreement Template, Section 11, Insurance, within ten (10) days of C/CAG's notice to firm that it is the successful Proposer.

d) Taxpayer Identification Number and Certification

Submit a W-9, Request for Taxpayer Identification Number and Certification for Proposer only (containing original signature), available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

5. Proposal Evaluation

5.1 Evaluation Process

All proposals will be evaluated by a Selection Committee (Committee) comprised of C/CAG staff and possibly external partners. An initial assessment will be made to ensure that the submittal is responsive to the RFP requirements. An incomplete submittal will be deemed non-responsive and disqualified at C/CAG staff's discretion. The Committee will then assess the quality of each submittal based on the evaluation criteria below and will rank the Proposals. All communication during the evaluation phase shall be through the C/CAG Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The selection process may include oral interviews. If oral interviews are necessary, the consultant will be notified of the time and place of oral interviews and whether any additional information may be required to be submitted. The oral interview panel will include C/CAG staff and may include other individuals with relevant subject matter expertise. The evaluation criteria for the oral interviews, should they occur, are also included below.

5.2 Evaluation Criteria

Proposals will be evaluated according to each evaluation criterion and scored on a zero (0) to five (5) point rating. The scores for all the evaluation criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Staff and Firm Qualifications	30
2	Understanding of Project Scope of Work	20
3	Proposed Project Approach	25
4	Cost Effectiveness	15
5	Conflict of Interest Statement	Pass/Fail
	Subtotal:	90
No.	Interview Evaluation Criteria	Weight
6	Presentation by team & Q&A Response to panel questions	10
	Subtotal:	10
	Total:	100

Proposer Discussions

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer’s specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These

deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer's project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A Proposer on the "short list" invited to participate in discussions will be expected to provide a presentation consisting of an overview of its approach to the Project.

Recommendation for Contract Award

The Panel will recommend the selected Proposer to the C/CAG Executive Director, based on their evaluation of the written proposals or oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, staff will forward the recommendation to the C/CAG Board of Directors which authorizes award.

Award

Any award made will be to the Proposer whose proposal is most advantageous to C/CAG based on the evaluation criteria. If the selected firm fails to enter into a contract with C/CAG in a timely manner as determined by C/CAG, in accordance with the terms and conditions of this procurement, C/CAG reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest ranking firm and so forth until a Consultant is selected under the Terms of the procurement. C/CAG also reserves the right to cancel this procurement and re-procure for this project if it is determined to be in its best interest to do so.

Selection Disputes

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that C/CAG procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- No later than 5:00 p.m. on the third business day prior to the date Responses to RFP are due, for objections to RFP provisions; or
- No later than 5:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
- No later than 5:00 p.m. on the third business day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the C/CAG Board of Directors authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for C/CAG staff to recommend a resolution to the C/CAG Executive Director.

The C/CAG Executive Director will respond to the protest in writing, based on the recommendation of staff. Should a Proposer wish to appeal the decision of the C/CAG Executive Director, it may file a written appeal with the C/CAG Board of Directors no later than 4:00 p.m. on the third business day after receipt of the written response from the C/CAG Executive

Director. The C/CAG Board of Directors' decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by C/CAG shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the C/CAG Executive Director or, if the decision of the C/CAG Executive Director is appealed, the issuance of the C/CAG Board of Directors' decision.

Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to C/CAG will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that C/CAG withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section 4, Proposal Requirements, as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, including financial information submitted under Section 4, Proposal Requirements, of this RFP marked along the right margin with a vertical line, contain technical or financial information that constitute trade secrets and/or that, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by C/CAG only but understands that exemption from disclosure will be limited by C/CAG's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, C/CAG shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. By submitting a proposal with portions marked as confidential or proprietary, a Proposer represents it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that C/CAG withhold such data from disclosure and C/CAG complies with the Proposer's request, the Proposer shall assume all responsibility for redacting the proposal; defending any challenges resulting from the non-disclosure; indemnifying, defending C/CAG and holding C/CAG harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to

attorneys' fees that may be awarded to the party requesting such Proposer information); and paying any and all costs and expenses relating to the withholding of the Proposer information. Proposer agrees that C/CAG's sole involvement in any litigation resulting from C/CAG's withholding of records shall be to retain the records until otherwise ordered by a court.

If the Proposer does not follow all of the requirements in this section for withholding proprietary information as exempt from disclosure under the California Public Records Act, C/CAG shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against C/CAG or its Board Members, committee members, employees or agents in connection with such disclosure.

Organization Conflict of Interest

By submitting a proposal, the Proposer represents and warrants that no Board of Director, or employee of C/CAG is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this procurement and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Point of Contact

Jeff Lacap
Transportation Systems Coordinator
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
E-mail: jlacap@smcgov.org

APPENDIX A SCOPE OF WORK

The purpose of this scope of work is to guide the preparation and adoption of a Countywide Transportation Plan for San Mateo County (hereafter referred to as the “Plan”). The effort will involve updating the Draft Plan content as necessary to incorporate additional elements, ensuring alignment with Metropolitan Transportation Commission (MTC)’s *Guidelines for Countywide Transportation Plans* released in November 2022. Under this scope, the selected consultant will work with a Project Team, comprising of senior staff from the City/County Association of Governments of San Mateo County (C/CAG) and the San Mateo County Transportation Authority (SMCTA), to outreach and facilitate review of the Plan by local San Mateo County agencies, county partners, regional service providers and stakeholders.

Task 1 Project Management and Coordination

The Consultant will host a Project initiation meeting and weekly check-ins with C/CAG and Authority staff to maintain communication and ensure the Project will be delivered within the Project timeline. The Consultant will also schedule and facilitate meetings with an ad hoc advisory committee comprised of local agency staff and representatives of local emergency services agencies, bike/pedestrian and community-based organizations, and other stakeholders (Advisory Committee). The Consultant will present progress updates at a minimum of eight C/CAG committee meetings and six C/CAG and SMCTA Board meetings. The Consultant will provide monthly progress reports and invoices for work completed during the prior month.

Task 1 Deliverables:

- Project Kick-off Meeting
- Monthly Project management meeting agendas and action items
- Materials for Advisory Committee meetings and/or workshops
- Presentation to C/CAG Committee meetings and Board meetings
- Monthly Invoices and progress reports

Task 2 Review of Existing CTP and Other Countywide Planning Efforts; Literature Review

Within San Mateo County, various agencies have recently completed (or will soon complete) plans and studies that have identified priority projects and programs for their respective jurisdictions. Examples include, but not limited to, the San Mateo County Transportation Plan 2040 Action Plan, Priority Development Area Plans, C/CAG Bike/Pedestrian Plan, SMCTA Strategic Plan, SMCTA 101 Corridor Connect program documents, Caltrain Business Plan, Reimagine SamTrans, Countywide Local Roadway Safety Plan, Congestion Management Program and Highway Safety Assessment, and the Caltrans 101 Comprehensive Multimodal Corridor Plan.

The Consultant, with C/CAG and SMCTA staff support, will be tasked with summarizing relevant information and policies from existing (and, if appropriate, in-development) plans and studies that will support the development of the CTP.

Task 2 Deliverables:

- Draft summary of each plan and study that includes their goals and objectives, identified priority projects or programs, current implementation status and potential funding strategies, to inform the development of the CTP.
- Final summary of each plan and study that includes their goals and objectives, identified priority projects or programs, current implementation status and potential funding strategies, to inform the development of the CTP.

Task 3

Organize and Assist with Countywide Transportation Plan Outreach Effort

In close coordination with the Project Team, the Consultant will prepare and implement an equitable public communication and outreach plan to solicit community feedback on their visions for transportation improvements in San Mateo County. This task includes organizing and attending:

(1) Community input workshops: initial workshops with pop-up events at various locations across the County early in the Plan update process.

(2) Community input event: A subsequent event later in the Plan development process to engage the public and gather input on draft recommendations for the final draft CTP.

As part of this task, the selected consultant will collect and report on feedback received at each event. In addition, the Consultant will collaborate with C/CAG and SMCTA staff to design and oversee a community outreach survey that aimed at engaging the public and identifying potential transportation priorities for San Mateo County. The consultant will compile information received and present the findings from the public outreach.

Task 3 Deliverables:

- Draft and Final Public Communications/Outreach Plan for San Mateo County CTP
- Community Outreach Survey
- Report on Findings from Public Outreach

Task 4

Development of CTP Policy and Performance Framework

The Consultant will develop a draft CTP Policy and Performance Framework, which will include (a) transportation and land use goals and objectives that reflect local priorities in San Mateo County, as well as (b) a framework and metrics to measure and demonstrate how CTP investment decisions support multimodal transportation and contribute to countywide land use goals and objectives. The framework should align with, integrate, and support the implementation of MTC's Plan Bay Area transportation strategies where feasible.

Additionally, the Consultant will assist in identifying geographic focus areas to acknowledge the diverse areas within the county and their unique priorities. These focus areas will enable the tailored application of the CTP goals and objectives to address special needs and priorities effectively.

Task 4 Deliverables:

- Draft San Mateo CTP Policy and Performance Framework
- Final San Mateo CTP Policy and Performance Framework
- Draft San Mateo County Geographic Focus Areas
- Final San Mateo County Geographic Focus Areas

Task 5

Development of Transportation Project and Program List

The Consultant will collaborate with the Project Team and the Advisory Committee to prepare an updated, fiscally-constrained transportation project list for inclusion in the Plan. In order to prepare a fiscally-constrained list, the Consultant will identify existing and potential funding sources and develop short and long-term revenue projections. The Project Team will provide an initial list of projects based on those identified in *Plan Bay Area 2050* and recommendations from San Mateo County agencies. This initial list will undergo review by the Project Team and the Advisory Committee.

To ensure comprehensive input, the Consultant will engage all participating agencies, including the San Mateo County Transportation District (SamTrans), SMCTA, Peninsula Corridor Joint Powers Board (Caltrain), San Francisco Bay Area Rapid Transit District (BART), California Department of Transportation (Caltrans), WETA, Commute.org, the County of San Mateo and the 21 cities/towns within San Mateo County. A structured framework will be developed to guide the selection of projects from the initial list to the final list. Following this review and input process, the Consultant will finalize the project list for the Plan. Additionally, a performance framework or goals for program-level assessments will be established, as necessary, to ensure alignment with MTC's *Guidelines for Countywide Transportation Plans*.

Task 5 Deliverables:

- Draft Transportation Project List for San Mateo County
- Final Transportation Project List for San Mateo County

Task 6

Transportation Equity Analysis and Equity Focus Area Identification

MTC's *Guidelines for Countywide Transportation Plans* recommends that all CTPs include an analysis of the social and economic equity impacts of the CTP. This analysis is intended to assess whether the strategies and policies developed in the CTP advance equity, particularly for historically and systemically marginalized, underserved and excluded groups, including people with low incomes, people with disabilities, and communities of color.

The Consultant will help C/CAG evaluate existing equity designations created within the county and region, including MTC's Equity Priority Communities, C/CAG's Equity Focus Areas, C/CAG's Equity Framework document, and SamTrans' Equity Planning Areas. Based on this evaluation, the Consultant will identify a strategy to establish a unified equity designation for consistency in future planning efforts within San Mateo County.

The Consultant will develop a data driven methodology for identifying the equity focus areas (EFA). The criteria for designating EFAs will be established through a combination of analysis and stakeholder input. The Consultant will present the proposed framework to the Project Team and relevant

stakeholders to solicit feedback and refine the approach.

Using this framework, the Consultant will identify and map the final EFAs, providing comprehensive documentation on the methodology, criteria, and stakeholder feedback that informed their development. The Consultant will propose policies and strategies to address identified disparities and advance equity goals within the EFAs. The Consultant will make recommendations on integrating the EFAs into broader countywide planning framework, including guidance on investment prioritization, performance metrics, and processes for ongoing monitoring and evaluation.

Task 6 Deliverables:

- Existing Transportation Equity Analysis
- Equity focus area designation framework
- Draft equity focus area report, including maps, criteria and recommendations
- Final equity focus area report

Task 7

Application of San Mateo County Travel Demand Model

In this task, the Consultant will use the recently developed and approved C/CAG-VTA Bi-County Travel Demand Model, along with supporting datasets, to update land use and travel forecast information for incorporation into the Draft Plan. The Consultant will also leverage the model to establish baseline conditions and forecast the outcomes of implementing the investments and policies outlined in the CTP. These measurements will include, but are not limited to:

- Vehicle-miles-traveled (VMT).
- Multimodal system performance, and
- Estimated street and highway lane miles, person throughput, transit vehicle miles, and active transportation systems miles.

Additionally, the consultant will prepare a consistency report evaluating the performance of the county's travel demand model in alignment with MTC guidelines.

Task 7 Deliverables

- Travel Demand Forecasting to support CTP Development
- Model Consistency Report

Task 8

San Mateo Countywide Transportation Plan Document

The selected consultant will be tasked to compile each individual deliverable identified in the previous tasks to create a draft final report. The final draft report will undergo a public review process, incorporating feedback into revisions. With the input, the Consultant will produce the final version of the Plan that follows MTC's CTP Guidelines, ready for adoption and approval by the C/CAG Board for approval.

Task 8 Deliverables

- Draft San Mateo Countywide Transportation Plan Update
- Final San Mateo Countywide Transportation Plan Update

Task 10: Optional Tasks as Needed

As needed and only upon prior approval from the C/CAG/SMCTA project manager, optional tasks as assigned.

Task 10 Deliverables

To be determined.

APPENDIX B
COST PROPOSAL TEMPLATE

Available at <https://ccag.ca.gov/opportunities/rfpsrfqs/>.

APPENDIX C SAMPLE AGREEMENT TEMPLATE

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND [CONSULTANT NAME]

This Agreement is entered into this [DAY] of [MONTH], [YEAR], 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 [CONSULTANT NAME], hereinafter called “Consultant.”

WHEREAS, C/CAG desires consultant services to facilitate and prepare the San Mateo Countywide Transportation Plan Update (the Project); and

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

WHEREAS, pursuant to the C/CAG Board of Directors approval of Resolution 25-XX, C/CAG’s Executive Director is authorized to execute an Agreement with X for a total not to exceed amount of \$X, to complete the Project, with a project term through January 30, 2027.

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 shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall compensate Consultant on a time and materials basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed \$XXX, as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below.

Consultant will be paid promptly upon receipt and approval by C/CAG Project Manager of satisfactory itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each deliverable or each task as applicable, note the percentage of deliverables completed and identify the expenditures. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG. Invoices shall follow the format stipulated in Exhibit B, *Project Budget and Schedule*, and shall reference this Agreement project title. The final project invoice must contain the final cost and all credits due to C/CAG. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County
Attention: Jeff Lacap, Transportation Systems Coordinator
jlacap@smcgov.org

3. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month with each project invoice during the term of this Agreement summarizing the work performed during the prior month and planned work for the following month. The progress report should be sufficiently detailed, addressing all relevant tasks/sub-tasks, for the C/CAG Project Manager to determine if Consultant is performing to expectations and is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or specific problems encountered, so remedies can be developed. Consultant's Project Manager shall meet with C/CAG Project Manager, as needed, to discuss progress on the Scope of Work.
4. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each, are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the Project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 16. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
5. **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.

6. **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.
7. **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.
8. **Contract Term/Termination.** This Agreement shall be in effect as of March 20, 2025, and Consultant shall commence work after notification to proceed by the C/CAG Project Manager, and the Agreement shall terminate on January 30, 2027; 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 Section, 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 completed to the work required by the Agreement.
9. **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 liable by reason of its own negligence or willful misconduct. 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.

This indemnification provision will survive termination or expiration of this Agreement.

- 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.

10. 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 shows approval 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.

11. 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.

12. Non-discrimination. Consultant and any subconsultants performing the services on behalf of 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.

13. **Substitutions.** If particular persons or classifications are identified in Exhibit C as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Project Manager or a designee. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Project Manager or a designee.
14. **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.
15. **Record Retention; Right to Monitor and Audit.**
 - a. Consultant shall maintain all required records relating to services provided under this Agreement for four (4) years after C/CAG makes final payment and all other pending matters are closed, and Consultant's records shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or 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.
16. **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.
17. **Merger Clause; Amendments.** This Agreement, including all Exhibits attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding 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 amendments shall be in writing and signed by the C/CAG Chair or C/CAG Executive Director. In the event of a conflict between the terms, conditions or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions or specifications set forth herein shall prevail.

18. Debarment and Suspension Certification.

- a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years

- b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

19. 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.

20. 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: Jeff Lacap, Transportation Systems Coordinator

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

[CONSULTANT NAME]
[ADDRESS]
[ADDRESS]
Attention: [NAME]

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

[NAME] (Consultant)

By _____

Date

City/County Association of Governments of San Mateo County (C/CAG)

By _____
Sean Charpentier
C/CAG Executive Director

Date

By _____
Melissa Andrikopoulos
C/CAG Legal Counsel

Date

Exhibit A

Scope of Work

Exhibit B

Project Budget and Schedule

Project schedule and Hourly billing rates and staff for CONSULTANT and SUBCONSULTANT(S) are included on the following pages.

Exhibit C

Key Personnel Assignments