



REQUEST FOR PROPOSALS

San Bruno-Millbrae El Camino Real Corridor Multimodal Improvement Study

Issue Date: February 14, 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: February 28, 2025, 5:00 P.M

Submissions are due prior to 5:00 P.M., March 21, 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. C/CAG invites firms to submit a proposal to develop an El Camino Real Corridor Multimodal Transportation Assessment and Improvement Study for areas within the Cities of San Bruno and Millbrae.

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 March 21, 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:
Audrey Shiramizu
555 County Center, 5th Floor
Redwood City, CA 94063
Phone: (650) 599-1406
E-mail: ashiramizu@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
February 14, 2025	Issue RFP
February 28, 2025 at 5:00 P.M	Closing Date/Time for Requests for Clarifications
March 21, 2025 at 5:00 P.M.	Response to RFP Due
April 14, 2025	Consultant interviews
May 8, 2025	C/CAG Board approval
May 15, 2025	Notice to Proceed and Project Kick-off

Any questions related to this RFP shall be submitted in writing to the attention of Audrey Shiramizu via email at ashiramizu@smcgov.org. Questions shall be submitted before 5:00 PM on February 28, 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 and bicycle and pedestrian plans. C/CAG and partnering agencies strive to provide a safe, accessible, and comprehensive network of bicycle and pedestrian facilities for a diverse population in San Mateo County. These facilities aim to increase mobility and provide equitable levels of access to affordable and reliability transportation options.

The El Camino Real corridor (State Route 82) serves as a critical north-south route connecting people traveling between San Jose and San Francisco. Parallel to the US-101 highway, El Camino Real provides access to local serving retail centers with grocery stores, offices, businesses, and residences, in addition to major transit stations like Caltrain and Bay Area Rapid Transit Service (BART). This auto-oriented corridor has been identified as a high stress facility for bicyclists in the [C/CAG 2021 Comprehensive Bicycle and Pedestrian Plan](#), due to the relatively high vehicular traffic speed and lack of dedicated biking infrastructure. Despite the challenging conditions for bicyclists, many still choose to travel on this route because it provides the most direct link between communities.

The annual average daily traffic for El Camino Real within the project limits ranges from 22,400 to 45,200 according to the latest 2017 Caltrans traffic volume data. Pedestrian and bicycle collision rates reflect that there is minimal accommodation for active transportation users. Between 2014 to 2020, there were close to 60 incidents in the City of Millbrae segment involving bicyclists and pedestrians, and in the City of San Bruno segment, there were 21 incidents involving bicyclists and pedestrians.

Additionally, the corridor is located to serve areas with great need. The corridor is located within two Metropolitan Transportation Commission Equity Priority Communities (EPCs) and within two C/CAG Equity Focus Areas (EFAs). The corridor is also located in the region's Priority Development area, which will increase access to housing, economic and cultural opportunities.

In 2022, C/CAG received \$760,000 of earmark funding from Assemblymember Kevin Mullin to assess and study transportation infrastructure along El Camino Real in the cities of Millbrae and San Bruno. This study's primary goal is to develop and prioritize short-term, quick-build projects that enhance multimodal safety and connectivity using the existing transportation infrastructure. Longer-term planning efforts will be left to the discretion of local jurisdictions, informed by the study's recommendations.

The consultant will manage the project, and conduct tasks including data collection, traffic analysis, roadway design, and community outreach. The project involves evaluating existing conditions, analyzing potential roadway configurations, and developing quick-build alternatives to enhance multimodal access, safety, and connectivity for pedestrians, cyclists, transit users, and drivers. A buffered bike lane design has been proposed as one of the alternatives and may be included in this study. Buffered bike lanes can provide greater distance between motor vehicles and bicyclists, improving both safety and perception of safety for bicyclists. Environmental assessments, community engagement, and stakeholder feedback will guide the selection of a preferred alternative and final recommendations. The goal is to identify quick-build alternatives that are supported by data and public input, enabling the cities to implement them as foundational steps towards long-term improvements. Wherever possible, these short term projects should be designed to minimize waste and integrate seamlessly into subsequent long term developments, ensuring continuity and maximizing resource efficiency. In the long term, the project could also integrate with the existing transit network, including SamTrans bus service on El Camino Real, as well as BART and Caltrain services in San Bruno and Millbrae.

C/CAG will lead the multimodal improvement study. After the study is completed, the local

jurisdictions have the ability to implement the recommendations in their respective areas.

City of Millbrae (Population in 2022: 22,071; Size: 3.25 square miles) is situated on the San Francisco Peninsula, just west of San Francisco International Airport, south of the City of San Francisco, and north of Silicon Valley. Millbrae is known for its charming downtown area and excellent schools. Millbrae is also home to the largest intermodal center west of the Mississippi; connected through San Francisco International Airport, BART, SamTrans, and Caltrain providing easy and direct access to the region as well as foreign and domestic destinations. More information: <https://www.ci.millbrae.ca.us/403/About-Millbrae>.

City of San Bruno (Population in 2022: 41,533; Size: 5.478 square miles) is located near the San Francisco International Airport. Major destinations include The Shops at Tanforan, a major shopping center, YouTube headquarters and Skyline College. Known as an airport city, the City of San Bruno also has the San Bruno BART stations providing access to recreational activities. More information: <https://www.sanbruno.ca.gov/27/Our-City>.

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 March 21, 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 Audrey Shiramizu at ashiramizu@smcgov.org by **5:00 P.M. on March 21, 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 Bruno-Millbrae El Camino Real Corridor Multimodal Improvement Study
Attn: Audrey Shiramizu, Senior Transportation Programs Specialist
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 May 2025 and the completion and closeout date of November 2026.

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	5
7	Q&A Response to panel questions	5
	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

Audrey Shiramizu
Senior Transportation Programs Specialist
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
E-mail: ashiramizu@smcgov.org

APPENDIX A SCOPE OF WORK

Project Description

The El Camino Real corridor (State Route 82) serves as a critical north-south route connecting people traveling between San Jose and San Francisco. Parallel to the US-101 highway, El Camino Real provides access to local serving retail centers with grocery stores, offices, businesses, and residences, in addition to major transit stations like Caltrain and Bay Area Rapid Transit Service (BART). This auto-oriented corridor has been identified as a high stress facility for bicyclists in the C/CAG 2021 Comprehensive Bicycle and Pedestrian Plan, due to the relatively high vehicular traffic speed and lack of dedicated biking infrastructure. Despite the challenging conditions for bicyclists, many still choose to travel on this route because it provides the most direct link between communities.

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C/CAG will lead the multimodal improvement study. After the study is completed, the local

jurisdictions have the ability to implement the recommendations in their respective areas.

The key tasks for the study include the following:

1. Project Administration and Management
2. Existing Conditions Report and Data Collection
3. Develop and Evaluate Roadway Concepts/Alternatives
4. Environmental Studies and Documentation
5. Comparative Analysis and Selection of Preferred Alternative
6. Outreach and Engagement
7. Draft and Final Plan
8. Optional Tasks As Needed

Consultant shall lead all the tasks listed below and provide all project management activities to support each of the tasks.

Task 1: Project Administration and Management

The Consultant shall complete all activities necessary to administer and execute this scope within the budget and timeline parameters. The tasks include conducting a project kickoff meeting, and scheduling and facilitating regular check-in meetings with agenda, materials, and minutes with C/CAG staff and the project team. At the project kickoff meeting, the Consultant will facilitate a goal-setting discussion. Following the kickoff meeting, the Consultant will draft a project charter outlining the stakeholders' goals, vision, project risks and opportunities, and roles and responsibilities for the project. The Consultant will also provide a project schedule reflecting input during the kickoff meeting. The project schedule will be regularly updated and available for review any time during the project. The Consultant is responsible for project development and shall actively manage the project budget, scope, and schedule. The Consultant shall discuss with C/CAG potential changes in scope that deviates and/or impacts project delivery. Consultant shall prepare necessary documents and analysis for C/CAG review. The project team will be comprised of stakeholders such as Caltrans, the City of Millbrae, the City of San Bruno, the San Mateo County Transit District and the Transportation Authority and their respective staff and representatives. The Consultant shall provide monthly progress reports and invoices for work completed during the prior month.

Task 1 Deliverables:

1. Project kickoff meeting
2. Project charter
3. Project schedule
4. Bi-weekly project management meeting agendas and action items
5. Invoices with progress reports

Task 2: Existing Conditions Report and Data Collection

The Consultant will prepare a detailed assessment of the current transportation infrastructure, including the existing roadway configuration, on the El Camino Real corridor. The assessment shall conduct a traffic analysis of the existing roadway configuration and describe the usage patterns and potential areas for improvement. The Consultant shall compile a list of existing plans and share with project team prior to beginning the literature review. The list of plans includes, but not limited to, transportation plans

completed on or referencing the El Camino Real corridor, general and specific plans from the Cities of Millbrae and San Bruno, and Caltrans' active transportation plans and corridor plans. The goal is to summarize the existing conditions using a combination of narrative, graphics, and data to understand travel patterns, users of the corridor, and where the existing infrastructure might not be meeting local and countywide travel needs.

This existing conditions report will include analysis of:

- Regional and countywide significance of the El Camino Real corridor facility
- Planning Context and History of the El Camino Real corridor, including corridor analysis prepared by adjacent jurisdictions
- Previous studies and plans completed within ½ mile of the project corridor. These shall include, but not limited to, traffic impact analysis reports studying intersections along the corridor, and the City of Millbrae's draft parking management study and Active Transportation Plan (2022) (<https://www.ci.millbrae.ca.us/DocumentCenter/View/520/Active-Transportation-Plan-PDF?bidId=>) along El Camino Real.
- Demographics and equity focus opportunities of existing and potential users of the corridor
- Land use, topography, and key destinations
- Existing and planned multimodal transportation networks
- Pedestrian facilities including sidewalk width and conditions, crossings and pedestrian signal inventories and pedestrian scale lighting
- Bicycle facilities, and a characterization of bicycle infrastructure by level of traffic stress
- Transit network, stops, ridership, speed/reliability, and amenities
- Roadway network, cross-sections, vehicular volumes, on-street parking, median width, and traffic operations
- Multimodal collision analysis for the past five years, categorizing by severity, mode, and type
- Major takeaways, gaps, and constraints to inform the development of the project and design alternatives

To bolster the analysis, the Consultant will collect relevant data to establish existing roadway feature and conditions. Tasks include, but not limited to, the following:

- Conduct site visits of the corridor to analyze existing traffic operations.
- Gather background data including:
 - o Vehicle, bicycle, and pedestrian counts during weekdays and one Saturday
- For project corridors with on-street parking, collect parking occupancy data for 4 days on both sides of the street during morning, afternoon, and/or evening peak hours (e.g., 7AM-9AM, 11AM-2PM, and 11PM-2AM). If there is recent data from the City of Millbrae's Parking Management study, the consultant may utilize that information.
- Collect bicycle parking data to assess existing bicycle parking opportunities and the approximate number of spaces along the corridor.

The Consultant will summarize all the findings and prepare a comprehensive existing conditions report. In this report, the Consultant will highlight areas where short-term, low-cost improvements can be implemented rapidly to address safety and accessibility challenges.

Task 2 Deliverables:

1. Draft Existing Conditions report

2. Final Existing Conditions report
3. Collected data files

Task 3: Develop and Evaluate Roadway Concepts/Alternatives

The Consultant will develop three quick-build alternatives that address immediate needs and align with the project's need and objectives. Outcomes of the alternatives may be guided by the following outcomes:

- Alternatives should provide a baseline level of access for all modes along El Camino Real on both sides of the street: walking, bicycling, public transit, and driving.
- Alternatives should maximize opportunities for people to cross El Camino Real and minimize the need for out-of-direction travel.
- Alternatives should maximize vulnerable populations' safety and comfort by segregating incompatible user groups (e.g., drivers and bicyclists, bicyclists and transit users) wherever possible.
- Alternatives should be compatible with adjacent jurisdictions' designs for El Camino Real.

3.1 Initial Alternatives Screening

The Consultant will screen various cross-sectional proposals, including those prepared by others in prior studies, and identify whether they satisfy this project's objectives. The screening criteria would be developed with the project team, and is envisioned as binary scoring (e.g., yes/no) to identify potentially fatally flawed alternatives. The three concepts that advance will be memorialized and advanced toward planning-level design. As part of the analysis and screening of alternatives, initial or quick-build alternatives that would partially implement a more minimal impactful portion of the ultimate alternatives should be considered and developed. Buffered bike lanes on El Camino Real should be evaluated as a potential option.

3.2 Cross-Section Concept Designs

Based on findings from Task 3.1, the Consultant will develop three cross-section conceptual designs. This task should include the following components.

- i. Roadway/lane configuration for each concept
 - o Use the C/CAG travel demand model to estimate the future peak hour and daily traffic volumes for the project study area and provide several output measures to inform overall traffic impacts. This may include systemwide and corridor vehicle miles traveled, vehicle hours traveled, changes to trips by mode, and traffic volumes that will divert to alternative routes as users shift from the El Camino Real corridor if the number of travel lanes are reduced.
- ii. Traffic operations analysis for each concept, considering:
 - o Prioritization of options that can be implemented quickly and efficiently under a streamlined permitting process and with minimal disruptions to existing traffic operations.
 - o Designed to serve as a foundation for future enhancements, ensuring they can be seamlessly expanded or integrated into long term improvements.

- Comparison of vehicular delay and queuing conditions, both with and without the project, as well as with current and future year conditions (to be determined by the Consultant and/or with input from the project team).
- A summary of intersection level of service, 95th percentile queues, change in VMT, and analysis of cut-through traffic on nearby roadways by vehicles avoiding congestion on El Camino Real. If the analysis identifies unacceptable conditions because of the project, the report shall identify feasible avoidance, minimization, and mitigation measures, or provide a discussion around why such measures are not feasible.

Additionally, the three conceptual designs should include, identify, or consider:

- Minimum and maximum cross-sectional widths for necessary walkway, bikeway and transit stop elements at prototypical locations (e.g., at intersections, midblock sections, and at transit stops)
- Conflicts with utility poles, trees, traffic signal poles and equipment, fire hydrants, driveways, raised medians, on-street parking, and other above-ground features within the public right of way
- If conflicts represent an environmental risk, require multiagency coordination, or require extensive infrastructure modifications
- Opportunities for stormwater capture / treatment and landscaping where space allows
- If the project can be implemented in a near- or long-term timeframe, i.e., quick-build.

The Consultant will also address the potential impacts of each scenario on bicycle, pedestrian, and transit facilities and services. Benefits of the project will be cited, including improvements for active transportation use, safety benefits, neighborhood connectivity, etc. These effects will be quantified to the extent possible.

3.3 Preliminary Designs and Cost Estimates

The Consultant will develop a detailed preliminary design (35% level per Caltrans Project Study Report-Project Report (PSR/PR) standards for each of the alternatives.

The Consultant will use the preliminary design to develop planning-level cost estimates for each alternative, tailored for near term implementation. The Consultant will develop and use a cost-estimate methodology that uses recent project bid results.

3.4 Technical Memo

The Consultant will summarize the three refined alternatives against the project metrics and objectives in a technical memo. For people walking and using transit, these may include distance between controlled crossings and crossing widths. For people on bikes, these may include degree of physical separation from vehicles on midblock segments and at intersections. For people driving, these may include travel time, intersection delay, and likelihood for diversion to parallel or local cut through routes. For each alternative, these project metrics will be converted into a qualitative score and entered into an evaluation matrix. The project stakeholders will assign weights to each metric according to their priorities to yield a scoring or ranking for the three alternatives, which will be used to decide on a preferred alternative.

3.5 Posters or Information Fact Sheets

The results of the refined alternatives analysis will be summarized in a poster or information fact sheet with supporting graphics suitable for public meetings or pop-up events.

Task 3 Deliverables

1. Technical memorandum summarizing the three alternatives and findings from tasks 3.1 and 3.2

2. Planning level cross-sections at midblock sections, intersection, and bus stops
3. Preliminary 35% design of the corridor for each alternative
4. Planning-level cost estimate methodology memo
5. Planning level-cost estimate for each alternative
6. Alternatives analysis scoring and weighting summary matrix
7. Draft Technical memo with project list and comparison matrix
8. Final Technical memo with project list and comparison matrix
9. Three posters or informational fact sheets, one for each alternative.

Task 4: Environmental Studies and Documentation

The Consultant will gather relevant environmental data, and examine previous studies and other available files, exhibits, maps, and reference documents for the corridor. Upon review of the information, the Consultant will recommend the appropriate level of environmental analysis for the three alternatives and document the findings in a technical memo.

Task 4 Deliverables:

1. Draft technical memo on environmental analysis
2. Final technical memo on environmental analysis

Task 5: Comparative Analysis and Selection of Preferred Alternative:

The Consultant shall develop a selection framework to facilitate the decision-making process. This will involve the evaluation of the three alternatives to determine the option that best balances transportation efficiency, environmental sustainability, community impact, cost effectiveness and any other relevant key considerations. The selection framework will prioritize alternatives that balance transportation efficiency and cost-effectiveness while being feasible for short-term implementation. The Consultant will identify trade-offs and potential mitigation measures for adverse impacts. In addition, the Consultant will conduct a benefit-cost analysis to assess the viability of each alternative. The findings will be summarized in a comparative analysis report.

Task 5 Deliverables:

1. Draft comparative analysis report
2. Final comparative analysis report

Task 6: Outreach and Engagement

The Consultant will develop and lead a comprehensive outreach and engagement process, with a focus on outreach to historically underserved and/or with residents who may not usually participate in government-led planning activities. Community engagement activities will focus on gathering feedback on proposed quick-build alternatives and ensuring that recommendations are actionable within a short timeframe. Engagement goals, audiences, messaging, tactics, activities and metrics shall be clearly defined in an Outreach Plan. The Consultant shall make recommendations on the appropriate outreach channels and develop multilingual materials to support the engagement process. A wide range of creative and cost-effective communications strategies shall be considered. The key goals of the community engagement are:

- Focus on areas of more significant need through targeted outreach, coordination, and multilingual resources. This includes partnerships and outreach to community-based organizations (CBOs) and Equity Focus Area (EFA) demographics and geographies
- Engage with a wide variety of communities by conducting widespread outreach in areas surrounding the corridor, including at nearby train stations, bicycle shops, schools, and local restaurants and businesses along El Camino Real.
- Facilitate multilingual engagement with a focus on Spanish, Cantonese, Mandarin, and Tagalog.
- Gather feedback from target Community Groups.
- Ensure engaged audiences clearly understand C/CAG's role and commitment to participatory planning principles.
- Communicate more proactively with the public on how decisions are made beyond the outreach meetings.

The key elements of community engagement task are:

- Project promotion and website: Create content to be placed on C/CAG and the cities' project websites to encourage outreach, education materials, and meeting notifications.
- Community surveys: Create multilingual community surveys to obtain public input
- Outreach events:
 - o Conduct a minimum of two public events and/or pop-up events to inform the community of the project and solicit feedback about the conceptual designs
 - o Generate a list of stakeholders and host a minimum of two business-focused listening sessions to inform the community of the project and solicit feedback
- Community Meetings:
 - o Conduct three community meetings (in person/hybrid) to engage the public and solicit feedback
 - Meeting 1: Introduce the project and solicit feedback from the community about their existing bicycling experience and needs along the corridor
 - Meetings 2: Present and obtain public input on draft concepts/alternatives. Include high-level results of traffic and parking analyses for each concept. Public comments will inform staff on a preferred concept/alternative.
 - Meeting 3: Present the preferred alternative to the public.
- C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) Meetings:
 - o Present at three BPAC meetings to gather input and feedback
 - Meeting 1: Introduce the project and solicit feedback from the committee about their existing bicycling experience in the corridor
 - Meeting 2: Present and obtain input on draft concept designs/alternatives. Comments shall be used to inform staff on a preferred concept/alternative.
 - Meeting 3: Present the preferred concept/alternative.
- Millbrae and San Bruno City Council or Bike and Pedestrian Committee Meetings:
 - o Present at a minimum of six City Council or Bike and Pedestrian Committee meetings (three meetings per City) to gather input and feedback

- Meeting 1: Introduce the project and solicit feedback from Councils/Committees about their existing bicycling experience in the corridor.
 - Meeting 2: Present and obtain input on draft concept designs/alternatives. Include high-level results of traffic and parking analyses for each concept. Comments shall be used to inform staff on a preferred concept/alternative.
 - Meeting 3: Present the preferred concept/alternative
- C/CAG Board
- Present at a minimum of two C/CAG Board meetings to gather input and feedback
 - Meeting 1: Introduce the project and present various draft concept designs/alternatives. Comments shall be used to inform staff on a preferred concept/alternative.
 - Meeting 2: Present the preferred alternative.

The Consultant shall provide all of the materials necessary to conduct the public meetings, such as poster boards and PowerPoint presentations.

Task 6 Deliverables:

1. Outreach Plan
2. Project Website
3. Community engagement finding and analysis
4. Materials for advisory group meetings and/or workshops
5. Participation and presentation at:
 - a. Two Outreach events
 - b. Two business-focused listening sessions
 - c. Three Community meetings
 - d. Three BPAC meetings
 - e. Six City Council/City Bike and Pedestrian Committee meetings
 - f. Two C/CAG Board meetings

Task 7: Draft and Final Plan

7.1 Draft and Final Plan

The Consultant will deliver a draft and final plan including executive summary. The draft and final plan will be drawing from previous tasks such as data collection and technical memorandums, to create a comprehensive final, public document.

Task 7 Deliverables:

1. Draft Plan
2. Final Plan

Task 8: Optional Tasks As Needed

As needed and only upon prior approval from the C/CAG project managers, optional tasks may be assigned. Optional tasks may include:

- Developing Two Additional Concepts/Alternatives: In Task 3, the base number of concepts/alternatives requested is three. C/CAG may choose to develop up to two more concepts/alternative (for a total of five).
- Developing a Project Initiation Document (PID) per Caltrans requirements (e.g. a Project Study Report (PSR) or PSR equivalent).

Task 8 Deliverables:
To be determined.

APPENDIX B
COST PROPOSAL TEMPLATE

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

APPENDIX C SAMPLE AGREEMENT TEMPLATE

Agreement No. [XX]

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

This Agreement is entered into 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 (“C/CAG”) and [CONSULTANT NAME] (“Consultant”) (together the “Parties”) on [ENTER DATE].

RECITALS

C/CAG is the Congestion Management Agency for San Mateo County [OR OTHERWISE DESCRIBE APPLICABLE C/CAG ROLE]; and

C/CAG has determined that consultant services are needed to assist C/CAG with [DESCRIBE PROJECT/REQUIRED SERVICES]; and

The purpose of the [PROGRAM/PROJECT] is to [PURPOSE]; and

C/CAG has determined that Consultant has the requisite qualifications to perform this work; and The total amount available to Consultant under this Agreement is not to exceed \$[AMOUNT]; and

[ADJUST THIS CLAUSE AS NECESSARY] by adoption of [RESOLUTION #], the C/CAG Board of Directors authorized the C/CAG [Chair or Executive Director] to execute an agreement with Consultant to provide the services described in Exhibit A, Scope of Work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services to be provided by Consultant.** In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall provide services for C/CAG in accordance with the terms, conditions, and specifications set forth in this Agreement and 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 in this Agreement and in Exhibit A, C/CAG shall make payment to Consultant based on the rates and in the manner specified in Exhibit B, Project Budget.

C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or quality of the work performed is unacceptable. In no event shall C/CAG's total fiscal obligation under this agreement exceed [COST, SPELLED OUT] (\$[COST, NUMBER]). Payments shall be made to Consultant monthly, upon submission of an invoice by Consultant that has been reviewed and approved by C/CAG and identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from [DATE] to [DATE].
4. **Termination.** This Agreement may be terminated by the C/CAG Executive Director at any time for any reason by providing 30 days' notice to Consultant. Subject to availability of funding, Consultant shall be paid for all services provided prior to termination of the Agreement. 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.

C/CAG may terminate this Agreement or a portion of the services referenced in the Exhibits based on the unavailability of federal, State, or other outside funds by providing written notice to Consultant as soon as is reasonably possible after C/CAG learns of said unavailability of outside funding.

C/CAG may also terminate this Agreement for cause. In order to terminate for cause, C/CAG must first give Consultant notice of the alleged breach. Consultant shall then have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, C/CAG may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that C/CAG provides notice of an alleged breach pursuant to this section, C/CAG may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. C/CAG has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and C/CAG shall use reasonable judgment in making that determination.

5. **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
6. **Key Personnel.** The key personnel to be assigned to this work by the 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 14. 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.

7. **Contract Materials.** Upon expiration or termination of this Agreement, 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. Consultant shall not be liable for C/CAG’s use, modification or re-use of products without Consultant’s participation or for purposes other than those specifically intended pursuant to this Agreement.
8. **Relationship of the Parties.** Consultant agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.
9. **Assignability and Subcontracting.** Consultant shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Consultant 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.
10. **Hold Harmless/Indemnity.**
 - a. *General.* Consultant shall indemnify and hold harmless C/CAG and its officers, agents, employees, and servants from and against any and 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 hold 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 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.

- 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.

11. 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's Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's 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.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:
 - (a) Comprehensive General Liability..... \$1,000,000

(b)	Workers' Compensation.....	Statutory
(c)	Motor Vehicle Liability Insurance.....	\$1,000,000
(d)	Professional 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.

12. Compliance with All Laws. All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state, San Mateo County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. In the event of a conflict between the terms of this Agreement and any applicable State, federal, San Mateo County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 with this Section.

13. Non-discrimination.

- a. *General.* Consultant and any subconsultants performing services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information, or in any manner prohibited by federal, state or local laws.

- b. *Discrimination Against Individuals with Disabilities.* The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

14. **Substitutions.** If particular persons or classifications are identified in Exhibit A as providing services under 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 or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.

15. **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/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 or its authorized representative, to any Federal or State department having monitoring or review authority, 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. **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 eligibility 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 C/CAG. 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.
17. **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.
18. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties 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. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.
19. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
20. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County

555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Audrey Shiramizu
Email: ashiramizu@smcgov.org

In the case of Consultant, to:

[CONSULTANT NAME]

[ADDRESS]

[ADDRESS]

Attention: [NAME]

Email: [EMAIL]

21. **Electronic Signature.** Both C/CAG and Consultant wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

In witness of and in agreement with this Agreement's terms and conditions, the Parties, by their duly authorized representatives, affix their respective signatures.

[NAME] (Consultant)

By _____
Date

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

By _____
Adam Rak
C/CAG Chair
Date

C/CAG Legal Counsel

By _____
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

Scope of Work

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

Exhibit B

Project Budget and Schedule

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, C/CAG shall pay Consultant based on the following fee schedule and terms:

[INSERT FEE SCHEDULE AND DESCRIBE PAYMENT STRUCTURE]

Options:

- time and materials, monthly invoice
- time and materials, deliverables, or percentage of deliverables completed
- task orders

Under no circumstances shall the amount paid by C/CAG to Consultant exceed \$XXXXX. Consultant shall provide C/CAG with a written itemized invoice [option: insert invoicing schedule, i.e., “monthly”] that allows C/CAG to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specific work completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Remit invoices to:

[INSERT]

Payment will be made within 30 days of receipt of an acceptable invoice. C/CAG shall have the right to withhold payment if C/CAG determines the quantity and/or quality of the work performed is unacceptable.

Exhibit C

Key Personnel Assignments