



**REQUEST FOR QUALIFICATIONS  
FOR  
POLICY/PROGRAM MANAGEMENT SERVICES  
FOR THE SAN MATEO COUNTY EXPRESS LANES  
JOINT POWERS AUTHORITY**

Date Released: March 19, 2025

San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA)  
555 County Center, 5th Floor, Redwood City, CA 94063

Closing Date/Time for Requests for Clarifications or Exceptions:  
Monday, March 31, 2025, at 12:00 Noon PST

**RFQ Due Date: Friday, April 18, 2025, at 4:00 P.M. PST**

Late submissions will not be considered

# **TABLE OF CONTENTS**

Request for Qualifications  
Policy/Program Management Services  
for the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA)

|  |    |
|--|----|
| I. Introduction.....   | 1  |
| II. General Conditions.....  | 3  |
| III. Minimum Qualifications .....                                      | 4  |
| IV. Scope of Work, Period of Performance, and Budget .....             | 4  |
| V. Closing Date/Time for Requests for Clarification or Exceptions..... | 5  |
| VI. Tentative Schedule for Review Process .....                        | 5  |
| VII. Submittal Requirements .....                                      | 5  |
| VIII. Form of SOQ.....   | 6  |
| IX. Evaluation Criteria/Selection Process .....                        | 9  |
| <br>   |    |
| Attachment A – Scope of Work.....                                      | 16 |
| Attachment B – Cost Proposal Form .....                                | 21 |
| Attachment C – Sample Agreement Template .....                         | 22 |
| Attachment D – California Levine Act statement .....                   | 33 |

**REQUEST FOR QUALIFICATIONS  
FOR  
POLICY/PROGRAM MANAGEMENT SERVICES  
FOR THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS  
AUTHORITY**

**I. INTRODUCTION**

The San Mateo County US 101 Express Lanes Project is a multi-agency project initiated to reduce traffic congestion and encourage carpooling and transit use on US Highway 101 (US 101) in San Mateo County. The San Mateo City/County Association of Governments (C/CAG) and the San Mateo County Transportation Authority (TA) formed the San Mateo County Express Lanes Joint Powers Authority (SMCEL- JPA) that owns the Express Lanes. Since the JPA's formation in 2019, two express lane segments have been constructed. The southern segment opened in 2022, followed by the northern segment in 2023, resulting in 22 miles of express lanes in each direction on US 101 from Interstate 380 in South San Francisco to the San Mateo/Santa Clara County border.

The SMCEL-JPA is seeking an individual, or firm, to act as Policy/Program Manager (PPM) to support the management and implementation of the San Mateo County US 101 Express Lane. A detailed Scope of Work is described in *Attachment A, Scope of Work*.

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

Qualification submittals must be received **no later than 4:00 PM on April 18, 2025**, in accordance with the instructions contained in the RFQ. Other key RFQ dates are listed in Section VI, Tentative Schedule for Review Process of the RFQ. Late submittals shall be rejected. One (1) electronic version of the Statement of Qualification shall be submitted to the main point of contact by the closing date and time.

Questions and responses on the RFQ shall be submitted to:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Kim Wever  
Phone: (650) 599-1451  
E-mail: [kwever@smcgov.org](mailto:kwever@smcgov.org)

**Project Background**

The San Mateo County Express Lanes (SMCEL) is a dual-agency project constructed to reduce traffic congestion and promote car sharing and transit use on US Highway 101 (US 101) in San Mateo County. The project was initiated in 2018 between the city/county Association of Governments of San Mateo County (C/CAG) and the San Mateo County Transportation

Authority (TA) through a Joint Ad Hoc Committee to make operational and ownership recommendations.

In June 2019, C/CAG and TA approved a Joint Exercise of Powers Agreement (JEPA). The agreement designated a Joint Powers Authority (JPA) to manage the express lanes, which would be governed by a Board of Directors (Board) containing representation from each agency. The JEPA additionally established an Executive Council, formed by the Executive Directors of both agencies.

Since the JPA's formation in 2019, two express lane segments have been constructed. The southern segment opened in 2022, followed by the northern segment in 2023, resulting in 22 miles of express lanes in each direction on US 101 from Interstate 380 in South San Francisco to the San Mateo/Santa Clara County border.

Figure 1: San Mateo County Express Lanes Network



A consultant was engaged to advise the JPA Board on policy and program matters and to oversee policy development and implementation under the direction of the Executive Council and Board. This is the second time that SMCEL-JPA is procuring this consultant services to support the Express Lanes program. Originally, consultant services were focused on delivery, operation and policy implementation. As the organization evolves, the JPA will be hiring a new Agency Program Manager. As the new Agency Program Manager assumes responsibilities, some of the

tasks currently assigned to the consultant may shift to agency staff. Consequently, the final scope of work for the consultant may be adjusted over time to focus more on strategic advice.

The SMCEL-JPA is currently seeking a consultant for the Program Policy Manager role. A detailed scope of work for this consultant is outlined in *Attachment A, Scope of Work*.

## **II. GENERAL CONDITIONS**

- a) This RFQ does not commit the SMCEL-JPA to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFQ.
- b) 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) The SMCEL-JPA reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.
- d) SMCEL-JPA reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.
- e) The SMCEL-JPA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Proposer, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the SMCEL-JPA to do so.
- f) The Proposer is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the SMCEL-JPA.
- g) If the selected Proposer fails to enter into a contract with the SMCEL-JPA in a timely manner as determined by the SMCEL-JPA, the SMCEL-JPA reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
- h) SMCEL-JPA is not liable for any costs incurred by a company before entering into a formal contract. Costs of developing the submittal or any other such expenses incurred by a company in responding to the RFQ, are entirely the responsibility of the company, and shall not be reimbursed in any manner by SMCEL-JPA.
- i) To withdraw a proposal, a company must submit a written request to SMCEL-JPA. After withdrawing a previously submitted Statement of Qualifications (SOQ), a company may submit another SOQ at any time up to the deadline for submitting qualification documents. SMCEL-JPA shall not accept any amendments, revisions, or alterations to qualification documents after the submittal deadline.
- j) The work shall comply with the requirements of all federal, state and local laws without limitation, and shall apply to this RFQ and any subsequent contract as though incorporated herein by reference.
- k) The Proposer shall comply with all insurance requirements of the SMCEL-JPA, included in the sample agreement in *Attachment C, Sample Agreement Template*.

### **III. MINIMUM QUALIFICATIONS**

#### **a) Minimum Qualifications**

The Statement of Qualifications must demonstrate that the firm or team (“Consultant”) submitting the Statement of Qualifications meets the following Minimum Qualifications to be eligible for consideration for this project.

1. The proposed Project Manager must have at least eight (8) years of overall project management experience for projects with work similar to that described in *Attachment A, Scope of Work* and for projects similar in size and scope.

#### **b) Other Qualifications**

The following qualifications are not required in order for a Consultant to be determined eligible for consideration, but Consultants will be scored on these qualifications under *Section IX. Evaluation Criteria/Selection Process, Sub article A. Evaluation Criteria* of this RFQ.

1. Key personnel should have extensive knowledge and experience in managing toll operations and maintenance.
2. Knowledge and experience with reviewing contractual language and documents, budget and inventory reports, operational/maintenance analyses, and formalized policies and procedures.

### **IV. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET**

#### **a) Scope of Work**

The scope of work for the project is provided in *Attachment A, Scope of Work*. The Consultant selected to enter into a contract will be expected to perform all work and analysis necessary to complete the Scope of Work.

#### **b) Period of Performance**

The SMCEL-JPA expects the work to commence on or about June 16, 2025, and to be completed no later than June 30, 2028. At the SMCEL-JPA’s sole option, the contract may be extended for up to two additional years in increments of JPA’s choosing for work contemplated by *Attachment A, Scope of Work*. All years are dependent on availability of funding and approval of future budgets.

#### **c) Budget**

SMCEL-JPA intends to budget approximately three million three hundred thousand dollars (\$3,300,000) for this effort through June 30, 2028, subject to the approval of the JPA annual budget. Additional funding may be available in future Fiscal Years (FYs) subject to approval of future SMCEL-JPA budgets. The JPA Program Manager may approve the movement of budget between tasks.

Per Section IV. B. Period of Performance, if the JPA extends the period of performance, additional budget may be amended into the contract subject to annual budget approval.

The Project Manager must approve Consultant’s work tracking and invoicing approach in advance of submitting the first invoice. Payment will be on a Time and Materials basis, unless negotiated otherwise.

## V. Closing Date/Time for Requests for Clarifications or Exceptions

Any questions related to this RFQ shall be submitted in writing to the attention of Kim Wever via email at [kwever@scmgov.org](mailto:kwever@scmgov.org). Questions shall be submitted before Monday, March 31st, 2025, at 12:00 noon PST. to guarantee a response or consideration.

Responses will be provided in Questions and Answers Documents or Addenda on an ongoing basis as soon as possible. SMCEL-JPA reserves the right to reject any SOQ that contains unauthorized conditions or exceptions.

Any addenda will be posted on C/CAG’s website at <https://ccag.ca.gov/opportunities/rfpsrfqs/>. All Consultants are responsible for checking the website for any addenda to the bid documents.

## VI. Tentative Schedule for Review Process

| <b>Date</b>                                  | <b>Description</b>  |
|--|---|
| Wednesday, March 19, 2025                    | Issuance of RFQ   |
| Monday, March 31, 2025 at 12:00 noon PST     | Closing Date/Time for Requests for Clarifications or Exceptions |
| Week of 3/31                                 | SMCEL-JPA Responses to Questions                                |
| <b>Friday, April 18, 2025 at 4:00 PM PST</b> | <b>Response to RFQ Due</b>                                      |
| Week of 5/12                                 | Proposer Interviews (If Necessary)                              |
| June 2025                                    | SMCEL-JPA Board Approval  |

*Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFQ.*

## VII. SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of SOQs 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. Interested consultants must submit an electronic copy of the proposal to the Project Manager in accordance with the instructions contained in the RFQ. The SMCEL-JPA is not responsible for submissions or deliveries delayed for any reason. Any Proposals received after said date and time cannot be considered. The SMCEL-JPA reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers. The SMCEL-JPA reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

Consultants must submit one (1) electronic copy of the Statement of Qualification. Each page shall be 8.5" x 11" or 11" x 17". Each page shall be sequentially numbered, and a table of contents shall be provided.

## **VIII. FORM OF SOQ**

SOQ must be signed and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Consultant. Page limits, where specified, are for single-sided print.

SOQ content and completeness are most important. Clarity is essential and will be considered in assessing the Consultant's capabilities.

Consultants must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in SMCEL-JPA's sole discretion.

### **Each submittal must include the following information:**

1. Cover Letter (Up to 2 single sided pages)

a) The cover (or transmittal) letter shall be addressed to:

Kim Wever  
Transportation Program Specialist  
City/County Association of Governments of San Mateo County (C/CAG)  
555 County Center, 5th Floor  
Redwood City, CA 94063  
[kwever@smcgov.org](mailto:kwever@smcgov.org)

b) Provide a cover letter describing the consultant's interest to the proposed project. The cover letter must be signed by an official authorized to solicit business and enter into contracts for the firm. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Consultant's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFQ and any Addendum to the RFQ. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFQ for a period of 120 days from the due date



for qualification submittals.

2. Title Page

- a) Qualification submittals must include a title page that includes the RFQ subject, the name of the Consultant's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

3. Table of Contents

- a) Qualification submittals must include a table of contents that includes a clear identification of the material by section and page number.

4. Overview and Summary (up to 6 single sided pages)

- a) Provide a summary of the qualifications and benefits of selecting firm to perform requested services. This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken and identify any specific considerations. It should include, but not be limited to, the following:
- i. Describe your/ your team's understanding of the Express Lane Project and your approach to managing this type and magnitude of project.
  - ii. Describe your/ your team's experience on relevant Express Lane Project or large-scale tolling projects. Describe your/ your team's approach to managing toll projects/ programs, as well as working with committees and multiple user groups or stakeholders.
  - iii. A discussion of the project's purpose, including demonstrating knowledge of the likely challenges JPA will face in the next five years to operate and maintain express lanes;
  - iv. A summary of proposed approach to delivering the scope of work and addressing the likely challenges; and
  - v. The assumptions made in selecting the approach.

5. Qualifications, Experience and References: (up to 18 single sided pages, not including resumes or work samples)

- a) Team Qualifications & Key Personnel
- i. Describe your team's qualifications in relation to the Minimum Qualifications outlined in Section III, Proposer Minimum Qualifications, including relevant expertise and experience.
  - ii. Identify key personnel, including subconsultants, specifying their roles and contributions to the Scope of Work. Highlight relevant experience, particularly in the San Francisco Bay Area.
  - iii. Provide a staffing plan for each task. Provide an organizational chart that show roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between SMCEL-JPA, Proposed staff and subconsultants, if any.

- iv. Identify the staff who will be involved in the contract transition period and their roles.
  - v. Provide the location of key personnel if selected as the consultant. Resumes should not exceed two (2) pages per person.
- b) Relevant Project Experience
- i. Submit a one-page summary per project detailing previous work similar to the Scope of Work. Include:
    - Project title, duration, budget, and sponsoring agency
    - Roles played by proposed personnel
    - Year performed, client contact name, and phone number
  - ii. Detail past or current experience working with BAIFA, including:
    - Nature of the working relationship, roles, and project details
    - Start and end dates, reason for project completion
    - Experience of proposed personnel with BAIFA, even from a previous employer
- c) Experience & Capabilities
- i. Describe your team's experience in Express Lanes and/or traffic management /operations programs:
    - Specific roles, responsibilities, and locations where experience was gained
    - Experience with interagency coordination
    - Engagement with community leaders, regulatory agencies, and other stakeholders (Include strategies for effectively addressing diverse groups)
    - Provide evidence of successful projects in policy development and management services for transportation tolling operations in a government-regulated environment.
    - Demonstrate experience in research, analysis, and executive reporting, including how findings and recommendations supported operational changes.
    - Outline experience collaborating with other consultants, specifying interaction types and roles.
- d) Availability & Commitment
- i. Indicate the team availability and specify the roles, responsibilities, and time commitment required for successful project execution.
- e) Provide a summary of all contracts your firm (including subcontractors) has held with the SMCEL-JPA, C/CAG, or the San Mateo County TA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution. Performance on any SMCEL-JPA, C/CAG, or the San Mateo County TA contract within the past three years may be considered as reference information or when past performance is included as an evaluation factor as noted in Section IX. Evaluation Criteria/ Selection Process.
- f) Provide up to three (3) samples of a written technical report, memo or work product for work similar to that found in *Attachment A, Scope of Work*. The samples must have been

prepared by key members of the Proposer's team and should identify the authors. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.

6. Cost Proposal (Separate File)

Contract Transition costs, which are defined as reasonable one-time costs for up to three months at the start of the contract when the incumbent Consultant will transition its knowledge, systems and SMCEL-JPA work products to new Consultant, shall be estimated separately.

The Consultant must submit a Cost Proposal using Attachment B, Cost Proposal Form, which describes the Consultant's and subcontractor's hourly rates and job classifications. Rates shall include all direct and indirect costs. Fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies.

Rates indicated shall be firm for the initial contract term and any annual rate escalation shall not exceed 3%.

Consultant's hourly rates will not be a factor in the evaluation. However, SMCEL-JPA reserves the right to negotiate with or to decline to enter into contracts with a Consultant's whose rates are unreasonable in SMCEL-JPA's sole discretion.

7. Required Forms:

- a) *Attachment D, California Levine Act Statement*
- b) Taxpayer Identification Number and Certification
  - i. Submit a W-9, Request for Taxpayer Identification Number and Certification for prime consultant only (containing original signature) available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

## **IX. EVALUATION CRITERIA/SELECTION PROCESS**

### **A. Evaluation Criteria**

An initial assessment will be made to ensure that the submittal is compliant with the RFQ requirements and contains the required forms and information. An incomplete submittal will be disqualified at the option of SMCEL-JPA. Consultants failing to meet the Minimum Qualifications listed in this RFQ will not be considered responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the SOQ in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A SOQ that fails to include one or more items requested in *Section VIII, Form of SOQ* of this RFQ may be considered responsive, if evaluation in every criterion

is possible. SMCEL-JPA reserves the right to request additional information from responsive Consultants prior to evaluation.

Responsive proposals will then be evaluated by an evaluation panel of SMCEL-JPA and partner agency staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the SMCEL-JPA point of contact only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer. The evaluation record shall remain confidential until the SMCEL-JPA Board authorizes award.

The selection panel will then assess the responsive proposals based on the evaluation criteria below, with their relative importance indicated by percentages.

1. Qualifications, Related Experience and References (50%)

- Experience of firms to complete work specified in *Attachment A, Scope of Work*, including recently completed relevant projects;
- Strength, stability, experience and technical competence of key staff and project team;
- Experience working with public agencies and multiple stakeholders; and
- Results from reference checks and past performances.

2. Project Understanding and Approach (40%)

- Understanding of the program goals and requirements;
- Proposed approach to accomplish the program goals and objectives;
- Ability to meet or exceed requirements as detailed in this RFQ; and
- Logic, clarity of work plans (scope of work) and proposed schedule.

3. Communication (10%)

- Presentation based on written SOQ, sample reports
- Interviews

**B. Interviews**

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

SMCEL-JPA reserves the right not to convene oral interviews and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

### **C. 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, 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 limited to 20 minutes consisting of an overview of its approach to the Project.

### **D. Request for Best and Final Offer**

Following discussions, if held, Proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by SMCEL-JPA of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

SMCEL-JPA reserves the right to not convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

### **E. Recommendation for Contract Award**

The selection panel will recommend the selected Proposer to the SMCEL-JPA Board, based on their evaluation of the written proposals or oral interviews or discussions or BAFOs and oral interviews or discussions (if held). The Executive Council will review the recommendation and, if they agree, they will forward the recommendation to the SMCEL-JPA Board, which will authorize the award.

Any award made will be to the Proposer whose SOQ is most advantageous to SMCEL-JPA based on the evaluation criteria defined in Section IX. Evaluation Criteria/Selection Process. If the selected firm fails to enter into a contract with SMCEL-JPA in a timely manner as determined by SMCEL-JPA, in accordance with the terms and conditions of this RFQ, SMCEL-JPA reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

## **E. Contract Arrangements**

Standard Consultant Contract is attached as Attachment C. If a Proposer wishes to propose a change to any standard SMCEL-JPA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept SMCEL-JPA's standard contract provisions, unless such language is protested in accordance with Section F below.

## **F. Selection Disputes**

A Consultant may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that SMCEL-JPA's procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Point of Contact a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third business day prior to the date SOQs are due, for objections to RFQ provisions; or
2. No later than 4:00 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
3. No later than 4:00 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 Consultant selection.

Except with regards to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the SMCEL-JPA Board authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for SMCEL-JPA staff to recommend a resolution to the SMCEL-JPA Executive Council.

The SMCEL-JPA Executive Council will respond to the protest in writing, based on the recommendation of staff. Should a Proposer wish to appeal the decision of the SMCEL-JPA Executive Council, it may file a written appeal with the SMCEL-JPA Board no later than 4:00 p.m. on the third business day after receipt of the written response from the SMCEL-JPA Executive Council. The SMCEL-JPA Board's decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by SMCEL-JPA 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 SMCEL-JPA Executive Council or, if the decision of the SMCEL-JPA Executive Council is appealed, the issuance of the SMCEL-JPA Boards' decision.

## G. Public Records

This RFQ and any material submitted in response to this RFQ 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 SMCEL-JPA 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 SMCEL-JPA withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section VIII, *Form of SOQ*, 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 VIII, *Form of SOQ*, 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 SMCEL-JPA only but understands that exemption from disclosure will be limited by SMCEL-JPA's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, SMCEL-JPA 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 project budget proposal as confidential. Consequently, any language purporting to render any proposal forms or the project budget proposal (including price or rate terms of the 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 SMCEL-JPA withhold such data from disclosure and SMCEL-JPA 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 SMCEL-JPA and holding SMCEL-JPA 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 SMCEL-JPA's sole involvement in any litigation resulting from SMCEL-JPA'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, SMCEL-JPA 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 SMCEL-JPA or its Board Members, committee members, employees or agents in connection with such disclosure.

#### **H. Key Personnel**

Key Proposer personnel assigned to the project are expected to remain on the project. Any change in key personnel on the proposed project team is subject to prior written approval of SMCEL-JPA. Removal of any key personnel identified in the proposal without written consent of the SMCEL-JPA Project Manager may be considered a material breach of contract.

#### **I. Organizational Conflict of Interest**

By submitting a proposal, the Proposer represents and warrants that no Board, or employee of SMCEL-JPA 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.

#### **J. Prevailing Wage Requirements**

Proposer and all subconsultants, to the extent the work of such subconsultants under this Agreement is subject to California Labor Code Section 1720 et seq., shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, prior to Proposal submission.

#### **K. Payment, Sub-Consultant and Prevailing Wage Information**

Proposer agrees to submit payment, sub-contractor utilization and if applicable certified payroll information for contracts with prevailing wage requirements via a web-based system designated by SMCEL-JPA.



**Attachments:**

Attachment A – Scope of Work

Attachment B – Cost Proposal Form

Attachment C – Sample Agreement Template

Attachment D – California Levine Act statement

## **ATTACHMENT A**

### **SCOPE OF WORK**

The San Mateo County Express Lanes project is a joint initiative aimed at reducing traffic congestion and encouraging carpooling and transit use along U.S. Highway 101 (US 101) in San Mateo County. Established in 2018, the project was initiated through a Joint Ad Hoc Committee formed by the City/County Association of Governments of San Mateo County (C/CAG) and the San Mateo County Transportation Authority (TA) to develop operational and ownership recommendations. In June 2019, both agencies approved a Joint Exercise of Powers Agreement (JEPA). The agreement also created a Joint Powers Authority (JPA) to oversee operations, governed by a Board of Directors. Additionally, an Executive Council, composed of the Executive Directors of both agencies, was established to provide oversight.

Since the JPA's formation in 2019, two express lane segments have been constructed. The southern segment opened in 2022, followed by the northern segment in 2023, resulting in 22 miles of express lanes in each direction on US 101 from Interstate 380 in South San Francisco to the San Mateo/Santa Clara County border.

To support policy development and program implementation, the JPA engaged a consultant Policy and Program Manager (PPM) to provide consultant support under the direction of the Executive Council and Board. While a detailed scope of work for this consultant is outlined below, it is important to note that the JPA is in the process of hiring a new Agency Program Manager.

As the new Agency Program Manager assumes responsibilities, some of the tasks currently assigned to the consultant may shift to agency staff. Consequently, the final scope of work for the consultant may be adjusted over time.

The consultant shall lead the tasks outlined below and provide project management support for each assigned task.

#### **Task 1: Program Management and Administration**

1. Develop, implement and manage work plans and schedules.
2. Coordinate contract activities, communications, and record-keeping.
3. Develop and maintain a comprehensive Quality Management Plan (QMP) to ensure the delivery of high-quality work products for the Express Lanes program in an efficient manner. The QMP will outline the standards, processes, and procedures to be implemented throughout the lifecycle of the project.
4. Prepare monthly progress reports, invoicing, and perform quality assurance activities following the Quality Management Plan.
5. Represent SMCEL-JPA on regional Boards and Committees as requested by SMCEL-JPA Board and/or the Executive Council.
6. Facilitate information exchange among stakeholders through memos and meetings.

7. Update the Program’s standard operating procedures to reflect any changes in program policies, processes or requirements.
8. Facilitate action tracking, documenting lessons learned, and preparing recommendations for operational improvements.
9. Provide program management administration support, ensuring comprehensive document organization and control. This includes real time access to all files and documents, robust file management and IT information security protocols.
10. Establish and follow the approved Documentation Retention Policy and maintain all SMCEL-JPA documents.

**Task 1 Deliverables:**

1. Agendas notes, reports, presentations and minutes for meetings with Executive Council, staff, stakeholder and partner agencies.
2. Quality Management Plan.
3. Standard Operating Procedures

**Task 2: SMCEL-JPA Board and Stakeholder Support**

This task involves providing comprehensive support to the SMCEL-JPA Board to ensure informed decision making and effective oversight of tolling policies, operations and programs.

The Consultant shall:

1. Regularly report to the SMCEL-JPA Board on tolling policies, system performance, and financial impacts.
2. Prepare meeting materials, talking points, presentations, and staff reports.
3. Conduct policy research and prepare data-driven recommendations, providing an understanding of the program implications.
4. Collaborate with the Executive Council, staff, and partner agencies to respond inquiries from Board members and stakeholders.
5. Advise on strategic opportunities, emerging challenges, and key decisions to support program success.

**Task 2 Deliverables:**

1. Communication to the Board (memoranda, emails, letters, reports, etc.).
2. Meeting materials, staff reports, presentations, etc.
3. Data driven studies or white papers.

**Task 3: Operations Oversight and Tolling Maintenance Support**

The task focuses on ensuring the efficient operations, maintenance and strategic management of the express lanes, including contract management, technical oversight, and collaboration with partner agencies. The Consultant will perform the following activities:

1. Review, manage and support the negotiation of new contracts and amendment(s), as necessary.
2. **Technical Scopes and Procurement Support:**
  - A. Develop and/or review technical scopes of work for projects and consultant procurements.
  - B. Support the preparation of requests for proposals (RFPs) and assist with consultant selection.

3. Coordinate the management of toll system maintenance, upgrades, and risk assessments.
4. ***Collaboration with BAIFA:***
  - A. Act as a key liaison with BAIFA to protect the interests of the SMCEL-JPA during the negotiation and development of technical documents and agreements.
  - B. Participate in BAIFA contract amendment or renewals, including Toll System Integrator agreements.
  - C. Review and analyze toll reports, operational data and policies/initiatives provided by BAIFA to ensure alignment with JPA objectives.
5. Monitor key performance indicators (KPIs), address operational issues, and recommend improvements in coordination with BAIFA.
6. Conduct risk assessments and implement strategies to mitigate operational risks.

**Task 3 Deliverables:**

1. Recommendations and modification of documents stemming from reviews and assessments of contracts, agreements, and policy documents.
2. Draft contracts and amendments, as applicable.
3. Detailed scope documents, requests for qualification/proposals, other documents for contract services, as applicable.
4. Documentation of risk exposure and mitigation recommendations, upon request.
5. Risk analysis reports.

**Task 4: Policy Development and Implementation**

This task includes developing and implementing toll policies and programs that align with industry standards, regional consistency, and the interest and goals of the SMCEL-JPA. The Consultant shall ensure feasibility of implementation, stakeholder alignment and technical compatibility. Tasks include a wide range of planning and policy work including but not limited to:

1. Seek input from the Executive Council, appropriate staff, BAIFA, relevant stakeholders, and other toll operators to develop and refine tolling policies, ordinances, discounts, equity programs, enforcement, penalties and net revenue expenditure priorities.
2. Analyze BAIFA business rules, procedures, and policies, and recommend San Mateo County specific changes.
3. Research best practices and industry trends to guide policy recommendations.
4. Ensure policies align with technical and regulatory frameworks, including BAIFA agreements.
5. Draft, finalize, and present updates for SMCEL-JPA Board approval.
6. Monitor federal, state, and regional toll legislation and policies.
7. In collaboration with the Executive Council, staff and relevant stakeholders, assist in the development of net toll revenue expenditure priorities, corridor improvements, equity subsidy, and facility upgrades, consistent with provisions set forth in Assembly Bill 194 (Frazier, 2015).

**Task 4 Deliverables:**

1. Draft and Final recommendations for updated toll policies and programs.

2. White paper on policy research.
3. Draft and final net toll revenue expenditure plans.

### **Task 5: Strategic Advisory Services**

This task includes providing technical and strategic advice to support the SMCEL-JPA's program goals and objectives. Technical expertise and strategic recommendations shall conform with the industry's best practices and trends, consider regional consistency, and balance cost and benefit at an acceptable level of risk. Tasks will be performed as needed and in collaboration with the Agency Program Manager, who may assume leadership on certain responsibilities. Consultant support will focus on supplementing staff efforts, ensuring continuity, and providing specialized expertise where required. Activities may include, but are not limited to:

1. Advise on technical projects to enhance business operations.
2. Research and plan for the deployment of emerging technologies (e.g., 6C toll tags, vehicle occupancy detection, mobile/web applications, and other technological developments).
3. Perform technical studies and prepare feasibility reports.

#### **Task 5 Deliverables:**

1. Research reports and white papers.
2. Presentation materials and decision documents.

### **Task 6: Community Transportation Benefits Program (CTBP)**

This task includes managing and monitoring the equity program to ensure alignment with equity goals and community needs.

1. Support the implementation of the next generation Community Transportation Benefits Program (CTBP), including coordination with agency partners and community-based organizations (CBOs),
2. Conduct program evaluations and recommend adjustments based on evaluation results and policy direction.
3. In collaboration with appropriate staff, coordinate with regional partners, such as MTC/BAIFA, regarding the formulation and implementation of other equity programs (e.g. Clipper START program, the 1-880 Express Lanes Toll Discount Pilot – Express Lanes START), including reviewing and providing feedback on program design or changes; and advising on regional consistency.

#### **Task 6 Deliverables:**

1. CTBP assessment reports and program recommendations.
2. Training for CBOs.

### **Task 7: Finance and Budget Support**

This task includes supporting SMCEL-JPA Finance staff with the following key functions:

1. Assist with the development of the JPA Program Budget.

2. Review invoices and reconcile revenues.
3. Support toll system and back-office audits by assessing risks, managing budgets, and reviewing contractual services.
4. Assist, as needed, with the development of a long-term capital budget to guide the annual budgeting process, along with a comparable operating and revenue model in alignment with industry best practices.

**Task 7 Deliverables:**

1. Program budget.
2. Financial analysis, as requested.
3. Long term capital budget and financial model

**Task 8: Optional Tasks as Needed**

As needed and only upon prior approval from the SMCEL-JPA project manager, optional tasks as assigned may include, but are not limited to:

1. *Communications and outreach:*
  - A. Collaborate with appropriate staff to assist in the development and implementation of outreach strategies to improve public awareness.
  - B. Support the creation of educational materials and multilingual outreach campaigns.
  - C. Support and coordinate responses to public information/Freedom of Information Act requests with Executive Council and SMCEL-JPA Communications staff.
  - D. Engage with community-based organizations and agencies to enhance public understanding.
2. *Potential Regional Express Lanes Expansion Coordination*
  - A. Participate, as necessary and/or as requested, in BAIFA's operational planning and readiness activities.
  - B. Coordinate with the Project Design Team, System Manager, and Toll System Integrator, to ensure consistency with project's Concept of Operations and System Engineering Management Plan.

**Task 8 Deliverables:**

To be Determined.

**ATTACHMENT B**  
**COST PROPOSAL FORM**

In a separate document, and using the forms provided in Attachment B, Cost Proposal Form, Proposers must provide a detailed schedule of the Proposer's and subconsultant(s) fully-loaded hourly rates. Fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the periods specified and any annual rate escalation shall not exceed 3%.

The Cost Proposal Form can be downloaded here: <https://ccag.ca.gov/opportunities/rfprsrfqs/>.

## ATTACHMENT C

### **SAMPLE AGREEMENT BETWEEN SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY AND (CONSULTANT NAME) FOR THE POLICY/PROGRAM MANAGEMENT SERVICES**

This Agreement entered this \_\_\_ day of \_\_\_\_\_ **2025**, by and between the San Mateo County Express Lanes Joint Powers Authority hereinafter called “SMCEL-JPA” and (Name of Company), hereinafter called “CONSULTANT”.

**WHEREAS**, the Joint Exercise of Powers Agreement (JEPA) for the San Mateo County Express Lanes was approved by the City/County Association of Governments (C/CAG) Board and the San Mateo County Transportation Authority (SMCTA) Board at their board meetings on April 11, 2019 and May 2, 2019, respectively; and

**WHEREAS**, the First Amended and Restated Joint Exercise of Powers Agreement (JEPA) for the San Mateo County Express Lanes was approved by the C/CAG Board and the SMCTA Board at their respective board meetings on June 13, 2019 and July 11, 2019; and

**WHEREAS**, the JEPA created the San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA), a joint powers agency to: apply to the California Transportation Commission in order to own, administer, and manage the operations of the San Mateo County Express Lanes; to share in the ownership, administration, and management of any potential future express lanes within San Mateo County; to set forth the terms and conditions governing the management, operation, financing, and expenditure of revenues generated by express lanes in San Mateo County; and to exercise the powers as provided by law (including but not limited to California Streets and Highways Code Section 149.7, as it now exists and may hereafter be amended); and

**WHEREAS**, the Board of the SMCEL-JPA desires to retain a PPM to perform said Scope of Work set forth in **Attachment A**; and

**WHEREAS**, the Consultant represents that it is able to provide said services as described in **Attachment A**; and

**WHEREAS**, the parties hereto now wish to enter into this Agreement pursuant to which Consultant will render professional services in connection with the Project as hereinafter provided.

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

- 1.** Consultant shall provide the following services set forth in **Attachment A (SCOPE OF WORK)**. The Consultant will provide the SMCEL-JPA with a project budget proposal in **Attachment B (PROJECT BUDGET AND KEY PERSONNEL HOURLY RATES)** that



applies specific personnel billing rates for the tasks outlined in **Attachment A**. In addition, and as needs are identified, the SMCEL-JPA will present the Consultant with a proposed amendment for any additional work or specific task/s not listed in **Attachment A** and request a cost proposal. The Consultant will provide the SMCEL-JPA with a cost proposal for the additional specific task applying the billing rates set forth in **Attachment B**, also attached hereto.

The specific work scope and payment may be negotiated between the parties and a final task order defining cost and schedule ("Task Order") will be prepared for execution. The SMCEL-JPA Board will approve the Task Order before it becomes effective, and Consultant shall perform the Task Order work for the cost specified therein. Consultant shall provide services consistent with **Attachment A**, herein incorporated by references, and with specific Scopes of Services to be contained in the Task Order issued under this Agreement.

2. **Compensation and Method of Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth in this Agreement and in **Attachment A**, the SMCEL-JPA will pay Consultant for its services based on the rates and in the manner specified in **Attachment B**, PROJECT BUDGET AND KEY PERSONNEL HOURLY RATES. The identified rates shall include (as applicable) surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, sub-consultants' costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee. SMCEL-JPA reserves the right to withhold payment if SMCEL-JPA determines that the quantity or quality of the work performed is unacceptable. In no event shall SMCEL-JPA'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 SMCEL-JPA and identifies expenditures and describes services performed and percentage of deliverables completed. SMCEL-JPA shall have the right to receive, upon request, documentation substantiating charges billed to SMCEL-JPA.

It is understood, and agreed, that there is no guarantee, either expressed or implied, that the Not to Exceed Amount will be authorized under this contract through task orders. Payments shall be made to Consultant monthly, based on an invoice submitted by

All invoices and/or requests for payments shall be submitted to:

San Mateo County Express Lanes Joint Powers Authority  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Kaki Cheung

3. **Key Personnel.** The key personnel to be assigned to this contract by Consultant, their hourly rates, and the estimated hours should be detailed in **Attachment B**, attached hereto and incorporated herein by this reference. Substitution of any key personnel

named in **Attachment B** or decrease in the hours provided to the project by such key personnel will require the prior written approval of the SMCEL-JPA. Any substitution shall be with a person of commensurate knowledge and experience, unless otherwise approved by the SMCEL-JPA. Consultant shall maintain records documenting compliance with this Article, and such records shall be subject to audit. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. SMCEL-JPA reserves the right to direct removal of any individual, including key personnel, assigned to this work.

- 4. Amendments.** SMCEL-JPA reserves the right to request changes in the services to be performed by Consultant. All such changes shall be incorporated in written amendments that specify the changes in work to be performed and any adjustments in compensation and schedule. All amendments shall be executed by an Executive Council of SMCEL-JPA and Consultant, and specifically identified as amendments to this Agreement. Either of the two SMCEL-JPA Executive Councils are designated as representative of the SMCEL-JPA Board, for purposes of approving an amendment. Should circumstances arise which, in the opinion of the Consultant, justify additional compensation or time or require changes in the Work specified by the Agreement, Consultant may propose a Change Order by written request, including sufficient information regarding cost and schedule to provide a basis for negotiation with SMCEL-JPA, as provided in this section, including references to applicable provisions of the Agreement; the factual reasons for which Consultant believes a revision to the Work, additional compensation, or a schedule extension is called for; and an estimate of any cost increase or schedule extension.

Where applicable and whenever possible, Consultant shall also include a line-by-line cost estimate with detail provided on all labor and materials. Consultant shall use the costs and rates included in the **Attachment B**, in preparing its Change Order. If cost reasonableness cannot be established on the basis of a catalog or market price of a commercial product sold in substantial quantities, or on the basis of prices set by law or regulation, Consultant is required to submit detailed cost breakdowns, including information on labor and materials costs, overhead and other indirect costs. If Consultant believes the changed Work will have a schedule impact, the proposal must include details on schedule changes in the Change Order.

If requested by SMCEL-JPA, Consultant shall promptly meet with the SMCEL-JPA Project Manager or any other designated representative of SMCEL-JPA involved in evaluating the Consultant's proposed Change Order. Following such discussion(s), and not later than 30 Calendar Days after submission of the proposed Change Order, SMCEL-JPA will either: (i) initiate a Change Order for Consultant's signature (ii) issue a written denial of Consultant's proposed Change Order; or (iii) accept the proposal in part and deny it in part, initiating a Change Order for those portions accepted. If Consultant agrees with the terms and conditions of any such Change Order, Consultant shall sign a copy of the Change Order and return it to the SMCEL-JPA Project Manager, and Consultant shall promptly proceed with the Work as indicated therein. If Consultant disagrees with SMCEL-JPA's action, it may file a protest. If the Consultant fails to protest in accordance with the applicable procedures, Consultant shall not be entitled to

file a claim for additional compensation or schedule extension or other remedy. Notwithstanding any request for a Change Order, Consultant's duty to complete the Work in accordance with the provisions of the Agreement shall not be postponed or abated.

- 5. 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. Consultant has no authority to contract or enter into any agreement without the prior approval of the SMCEL-JPA Board. Consultant has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Consultant who are assisting in the performance of services under this Agreement. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.
- 6. Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SMCEL-JPA.
- 7. Period of Performance.** Consultant's services hereunder shall commence on the date of execution of this agreement and shall be in effect until all tasks have been completed in a timely manner or after three (3) years, unless terminated by the SMCEL-JPA Board at any time for any reason by providing 30 days' notice to Consultant. The SMCEL-JPA has the option to extend the agreement up to two additional one-year term. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination.
- 8. Hold Harmless / Indemnity.** Consultant shall indemnify and hold harmless the SMCEL-JPA, its board members, agents, officers, and employees from both C/CAG and the TA involved the project, against all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, sub-consultants, officers, or employees related to or resulting from the performance, or non-performance, under this Agreement. The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- 9. Insurance and Financial Security Requirements.**

  - a. General requirements: Consultant shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to the SMCEL-JPA, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

Consultant or its Sub-consultants 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 furnish the SMCEL-JPA with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Consultant's coverage to include the contractual liability assumed by 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 the SMCEL-JPA 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:** The 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.
  
- 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

The SMCEL-JPA 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 the SMCEL-JPA, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if SMCEL-JPA, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the SMCEL-JPA may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### **10. 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.**

**11. 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.

**12. Sole Property of the SMCEL-JPA.** 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 sole property of the SMCEL-JPA. The SMCEL-JPA may request a log of modifications made to work products following this completion of

the Project. Consultant shall not be liable for the SMCEL-JPA's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.

**13. Record Retention; Right to Monitor and Audit.**

13.1 Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after SMCEL-JPA makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by SMCEL-JPA, a federal grantor agency, and/or the State of California.

13.2 Consultant shall comply with all program and fiscal reporting requirements set forth by applicable federal, State, and local agencies and as required by SMCEL-JPA.

13.3 Consultant agrees upon reasonable notice to provide to SMCEL-JPA 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.

**14. 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.

**15. 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.

**16. 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.

## **17. Termination and Default.**

This Agreement may be terminated by the SMCEL-JPA Executive Council 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.

SMCEL-JPA 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 SMCEL-JPA learns of said unavailability of outside funding.

SMCEL-JPA may also terminate this Agreement for cause. In order to terminate for cause, SMCEL-JPA 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, SMCEL-JPA 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 SMCEL-JPA provides notice of an alleged breach pursuant to this section, SMCEL-JPA may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. SMCEL-JPA has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and SMCEL-JPA shall use reasonable judgment in making that determination.

- 18. 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 SMCEL-JPA, to:

San Mateo County Express Lanes Joint Powers Authority  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Sean Charpentier – Executive Council

In the case of Consultant, to:

[CONSULTANT NAME]

[ADDRESS]

[ADDRESS]

Attention: [NAME]

Email: [EMAIL]

**19. Electronic Signature.** Both SMCEL-JPA 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 of Consultant (Consultant)**

By: \_\_\_\_\_

Authorized Person to sign – Title

**San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA)**

By: \_\_\_\_\_

Rico E. Medina – Chair

\_\_\_\_\_

Date

Approved as to form:

By: \_\_\_\_\_

Timothy Fox, SMCEL-JPA

\_\_\_\_\_

Date



## **ATTACHMENT A**

### **SCOPE OF WORK**

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

## **ATTACHMENT B**

### **PROJECT BUDGET AND KEY PERSONNEL HOURLY RATES**

In consideration of the services provided by Consultant described in Attachment A and subject to the terms of the Agreement, SMCEL-JPA 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 SMCEL-JPA to Consultant exceed \$XXXXXX. Consultant shall provide SMCEL-JPA with a written itemized invoice [option: insert invoicing schedule, i.e., “monthly”] that allows SMCEL-JPA to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specific work completed. SMCEL-JPA shall have the right to receive, upon request, documentation substantiating charges billed to SMCEL-JPA.

Remit invoices to:

[INSERT]

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

**ATTACHMENT D**

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) Board Member from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires a member of the SMCEL-JPA Board who has received such a contribution to disclose the contribution on the record of the proceeding.

A list of SMCEL-JPA Board members can be found at <https://101expresslanes.org/about/bod>. Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SMCEL-JPA Board Member in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

\_\_\_\_\_ YES    \_\_\_\_\_ NO

If yes, please identify the Board Member(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any SMCEL-JPA Board Member in the three months following any Board action related to this contract?

\_\_\_\_\_ YES    \_\_\_\_\_ NO

If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude the SMCEL-JPA from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

Date: \_\_\_\_\_ Signature of authorized individual: \_\_\_\_\_

Type or write name of authorized individual: \_\_\_\_\_

Type or write name of company: \_\_\_\_\_