



REQUEST FOR PROPOSALS
for
San Mateo County ITS Smart Corridor:
Northern Cities System Integration and Incident Response Plan

Issue Date: September 29, 2025

Deadline for Requests for Clarifications: October 10, 2025 at 5:00 p.m.

RFP Due Date: October 24, 2025 at 5:00 p.m.

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

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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.

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 the date and time indicated in the Preliminary Schedule in section 1.3 and in accordance with the instructions contained in the RFP. Please submit the proposal to:

C/CAG Point of Contact:
Audrey Shiramizu
555 County Center, 5th Floor
Redwood City, CA 94063
E-mail: ashiramizu@smcgov.org

Proposals received after the time and date specified may be deemed nonresponsive to the requirements of the RFP and may 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 Preliminary Schedule

Date	Description
September 29, 2025	Issue RFP
October 10, 2025, at 5:00pm	Closing Date/Time for Requests for Clarifications
October 24, 2025, at 5:00pm	Response to RFP Due
November 21, 2025	Consultant interviews (if needed)
December 11, 2025	C/CAG Board approval
December 15, 2025	Notice to Proceed and Project Kick-off

The preliminary schedule is subject to change.

Any questions related to this RFP shall be submitted in writing to the attention of the contact specified in Section 1.2 above. Questions shall be submitted before the time and date indicated above.

2. Minimum Qualifications

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 or a key staff member from the firm submitting a proposal have successfully completed at least three public sector system integration contracts in the last five years, involving two or more public agencies.
2. The Proposer's Project Manager (PM) shall have a minimum of five years of experience managing system integration of a similar scope, including coordinating with multiple public agencies and stakeholders.
3. Proposer should have a minimum of Cisco Certified Network Professional (CCNP) certification.

3. Project Description and Background

The San Mateo County Smart Corridor project is one of countywide significance. The Smart Corridor is designed to improve mobility of local arterial streets by installing Intelligent Transportation System (ITS) equipment, such as an interconnected traffic signal system, close circuit television (CCTV) cameras, dynamic message signs, and vehicle detection system, on predefined designated local streets and state routes. The ITS infrastructure provides local cities and Caltrans with day-to-day traffic management capabilities in addressing recurring and non-recurring traffic congestion.

The Smart Corridor project maximizes efficiency of the existing transportation network, smoothing traffic flow and leading to improved safety and reduced travel times. Concurrently, the project minimizes the impact of freeway incident traffic on local streets through proactive

traffic management. The segments between City of San Bruno at the northern limits to the Santa Clara County line in the City of East Palo Alto has been completed. The South San Francisco segment is expected to be complete in late 2025.

The Northern Cities Expansion Project, the subject of this RFP, is a joint effort by the cities of Daly City, Colma, and Brisbane, C/CAG, and the California Department of Transportation (Caltrans) District 4 to develop a countywide traffic management system along key arterial corridors that parallel US 101 and I-280. The Smart Corridor program provides public agencies with the tools to efficiently manage traffic congestion safely through local streets during normal operating conditions, major freeway incidents, and special events. The proposed project will accomplish this through the installation of tools and systems including sixteen traffic monitoring cameras, sixteen dynamic message signs, twenty-four traffic signal controller upgrades, and ten miles of fiber communications on local streets within segments of Daly City, Colma, and Brisbane, adjacent to US 101 and I-280. The segments within Daly City, Colma, and Brisbane are currently under construction, with the Daly City/Colma segments scheduled for completion in November 2025 and the Brisbane segment scheduled for completion in April 2026.

The Northern Cities expansion, when completed and fully integrated, will interconnect with the already-completed SSF and southern cities segments from San Bruno southward to the County line in East Palo Alto.

With the issuance of this RFP, C/CAG is seeking a firm to provide system integration services and to develop an incident response plan for the Northern Cities segments within Daly City, Colma, and Brisbane. The Consultant will be responsible for integrating, configuring, testing, and verifying field devices, subsystems, and communications infrastructure to ensure seamless operations within the Caltrans District 4 Advanced Traffic Management System (ATMS) and Smart Corridor platforms. The scope also includes the development of an Incident Response Plan for the Northern Cities expansion and updating the existing response timing plans for the portion of the Smart Corridor that is already in operation.

There are several key stakeholders that the Consultant will need to collaborate and coordinate with to complete system integration. These include:

1. C/CAG – C/CAG is the project sponsor and funder, and will oversee the system integration. C/CAG is also the main liaison for the existing Smart Corridor network system.
2. Project Designer – professional services consultant providing engineering design services for construction of the project.
3. Construction Management (CM) Services – professional services consultants providing construction management services to oversee the construction contractor and quality insurance.
4. Construction Contractors – contractors providing the furnishing, installation, configuration, and testing of field equipment for the project as shown on the Project Plans and Specifications.

5. Local Jurisdictions – The City of Daly City is leading the construction of the Daly City/Colma segment. The City of Brisbane is leading the construction of the Brisbane segment.
6. Caltrans District 4 – The Project is located within the local jurisdictions and State right-of-way. Additionally, Caltrans is the owner of the Smart Corridor equipment in the San Mateo Police Department Hub, the central hub for the Smart Corridor network.

4. Scope of Work, Period of Performance, And Budget

4.1 Scope of Work

The scope of work for the project is provided in Attachment A, Preliminary Scope of Work. Please note the scope of work provided is based on the best, current understanding of the project. All proposers are expected to review the proposed scope of work in detail and include in their proposal their own proposed scope of work, describing any recommendations or revisions to C/CAG's proposed scope of work.

4.2 Period of Performance

C/CAG expects the work to commence on or about December 15, 2025, and to be completed no later than December 31, 2026.

4.3 Budget

The total budget for the preliminary Scope of Work is \$425,000.

5. 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.

5.1 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.

1. 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.
2. 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.
3. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. The Consultant shall comply with all insurance requirements of C/CAG, included in the sample agreement in Appendix C-Sample Agreement Template.

5.2 Submittal Requirements

Proposers must submit one (1) electronic copy of the proposal no later than the date indicated in Section 1.3. 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 25 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 Contractor will be considered nonresponsive and rejected.

Proposals must be sent electronically to Audrey Shiramizu at ashiramizu@smcgov.org.

5.3 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: Smart Corridor Northern Cities System Integration and Incident Response Plan
Attn: Audrey Shiramizu, Project Manager
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) 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 overall strategy, methodology and considerations for delivering the project. At a minimum, proposers should address the following:

- i) Technical Approach
 - (1) Describe your overall methodology for system integration, including system architecture, configuration, interoperability, and scalability considerations.
 - (2) Explain how the proposed approach ensures compatibility with existing and planned systems.
- ii) Implementation and Delivery Strategy
 - (1) Provide a recommended implementation strategy, including phasing, sequencing of activities, and transition planning.
 - (2) Describe your approach to minimizing disruption to current operations during installation, testing, and cutover.
 - (3) Address strategies for system testing, commissioning, acceptance, and turnover.
- iii) Risk Identification and Mitigation
 - (1) Identify key risks associated with the preliminary scope, including technical, schedule, and coordination risks.
 - (2) Provide a plan for how those risks will be proactively managed and mitigated throughout project delivery.
 - (3) Highlight lessons learned from similar projects where risk mitigation was critical to success.
- iv) Quality Assurance and Performance Monitoring
 - (1) Describe the quality assurance processes and standards you will apply to ensure reliable system performance and compliance with project requirements.
 - (2) Discuss your approach to system validation, verification, and performance testing.
 - (3) Outline how issues will be tracked, reported, and resolved in collaboration with the project team.
- v) Operations, Maintenance, and Lifecycle Considerations

- (1) Explain how your proposed approach will support long-term system maintainability, scalability, and cost-effectiveness.
 - (2) Describe your approach to training, documentation, and knowledge transfer for agency staff.
 - (3) Provide recommendations for monitoring system performance after deployment and supporting future upgrades.
- vi) **Scope Refinements and Innovations**
- (1) Provide feedback on the preliminary scope of work, including any suggested modifications, refinements, or alternate approaches.
 - (2) Identify opportunities for innovation, cost savings, or improved outcomes.
 - (3) Share examples of successful scope refinements or innovations from similar projects.

5) Work Plan and Schedule

This section should present a work plan for the tasks described in the Scope of Work (Appendix A). The proposed work plan should:

- Describe the approach to each task, identify deliverables, and outline key assumptions.
- Identify any additional or alternative tasks recommended by the Proposer.
- Provide a detailed schedule showing all phases of the project, including reviews, approvals, and major milestones.

Align with the anticipated project kick-off date stated in Section 1.3 and the final completion/closeout date to be established during contract negotiations.

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 as listed in the Scope of Work. 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**
 - i. Describe your team's qualifications in relation to the Minimum Qualifications outlined in Section 2. 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 shows

roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between C/CAG, Proposed staff and subconsultants, if any.

b) Relevant Project Experience

- i. Submit up to 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.

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>.

6. Proposal Evaluation

6.1 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.

6.2 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	Proposed Project Approach	25
3	Work Plan	20
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

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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 C/CAG. Removal of any key personnel identified in the proposal without written consent of the C/CAG Project Manager may be considered a material breach of contract.

6.10 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.

6.11 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 C/CAG.

APPENDIX A

PRELIMINARY SCOPE OF WORK

Task 1. Project Management & Administration

The Consultant shall complete all activities necessary to administer and execute this scope within the budget and timeline parameters. The tasks include reviewing and finalizing the scope prior to starting work and conducting a kickoff meeting to review the scope, objectives, and deliverables. The Consultant shall also schedule and facilitate regular check-in meetings with agenda and materials with C/CAG staff and the project team, which may include city stakeholders, construction contractors, and Caltrans. The Consultant should also develop a project work plan and schedule. 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. The Consultant shall prepare necessary documents and analysis for C/CAG review. The Consultant shall provide monthly progress reports and invoices for work completed during the prior month.

Deliverables:

- 1.1 Final scope
- 1.2 Conduct project initiation and kickoff meeting
- 1.3 Develop and maintain a Project Work Plan and Schedule
- 1.4 Provide progress reports, invoices, and meeting documentation
- 1.5 Coordinate with project stakeholders (C/CAG, Caltrans, Cities of Brisbane, Daly City, and Colma, etc.)
- 1.6 Schedule and facilitate regular check-in meetings with C/CAG and project team

Task 2. Detailed Systems Design

2.1 The Consultant shall review and conduct a system inventory and field conditions review of the newly installed equipment. This should include:

- Gather relevant data from design plans and specifications for the Northern Cities project that need to be integrated into the Smart Corridor system
- Document and compile all systems and communications infrastructure, equipment, and components associated with this project and each agency's traffic management control center systems into a comprehensive inventory spreadsheet
- Conduct field review(s) as needed to document existing system and infrastructure as well as field conditions that may impact final design and/or deployment
- Coordinate with the Smart Corridor design team and network management team to gather any additional information as needed.

2.2 Based on Task 2.1, the Consultant shall develop a design plan for successful deployment and integration. This should include:

- High-level system and communications network diagrams and sub-system diagrams. Sub-system diagrams and associated technical details are to be developed in subsequent tasks.
- Provide a logical network design diagram that illustrates the information flows and communication links between all field elements and the TMCs (Traffic Management Centers). The diagram should detail fiber optics, wireless connections, local servers and workstations, IP address schemes, routing tables, and network security configurations, ensuring compliance with

- the information security policies, standards and practices at the three local jurisdictions and Caltrans. The system integrator should also document and capture any additional information necessary to ensure completeness and clarity of the network design.
- Hold a design review workshop with the partner agencies and key stakeholders, including but not limited to, Smart Corridor design team and network management team, to gather feedback.
 - Finalize the network design based on feedback.
 - Document the final communications network parameters, including:
 - o Maximum number of linked nodes, database records, and users, etc.
 - o Communications hardware, software, and Internet or other Wide Area Network (WAN) links required at each node, including configuration.
 - o IP address ranges, masked and subnet gateway addresses, video stream multicast IP address and other sub-network definitions where appropriate
 - o Device level IP addressing scheme
 - o Bandwidth allocations per communications link
 - o Network security parameters and protocols; and
 - o Network priority settings.
 - Develop detailed description of all hardware to be implemented, including computers, servers and related network equipment, supported by a graphical representation of the physical network architecture.
 - Prepare graphical and textual description of the communications interfaces (i.e., Interface Control Document) and application programming interfaces that will be used.
 - List and description of all KITS and Avigilon software and other software components to be updated, implemented and/or interfaced; with a description of how they will interact, including a graphical representation and any licensing required.
 - Network administrator configuration options and configuration value ranges and constraints, as required.
 - Coordinate, review, and receive input on the Plan with the Smart Corridor design team and network management team.

Deliverables:

- 2.1 Systems and Communications Documentation Memo
- 2.2 System inventory database (excel)
- 2.3 Deployment and Integration Design Plan (draft/final)
- 2.4 Design review workshop

Task 3. Verification and Monitoring Plan

The Consultant shall develop a Verification and Monitoring Plan that establishes requirements, methodologies, and procedures needed to validate the functionality, and test and monitor the performance of all hardware, software, and systems for this project. This Plan will be used in conjunction with Task 5: Conduct System Testing, Verification and Monitoring.

As part of the Verification and Monitoring Plan, the Consultant shall also prepare and submit a Test Readiness Review package for C/CAG approval. The Readiness Review package shall define the testing

scope, schedule, test cases, expected results, and acceptance criteria. The Consultant shall also provide templates for the Test Log and performance reporting formats to be used during Task 5 execution.

The Plan shall include the following elements:

Verification:

- Test plans and procedures for each component installed, including interaction with other components as specified herein
- Stand-alone, sub-system, system and acceptance test plans to be developed and approved by the Resident Engineer (in coordination with C/CAG) prior to any testing.
- Documentation in a table/form identifying the test dates, results, comments and verification that the secure communications network connections / interfaces between TMCs meet all requirements in this RFP.

Monitoring:

The Plan shall include a process to be implemented following testing and verification. This section should include the following elements:

- Define key performance indicators (KPIs) and metrics to monitor system functionality, reliability, and stability.
- Establish a minimum 90-day monitoring period to validate performance of the Smart Corridor network.
- Specify thresholds and conditions under which the monitoring period may be:
 - o Suspended (e.g., due to external factors interrupting testing),
 - o Extended (e.g., recurring but minor issues requiring additional validation), or
 - o Restarted (e.g., major failures requiring corrective actions and retesting).
- Include procedures for documenting issues, corrective actions, and resolution status.
- Identify potential network security issues and compliance standards that may be established across the Smart Corridor system and participating agencies
- Provide regular performance reports during the monitoring period.

The Verification and Monitoring Plan shall be reviewed and approved by C/CAG prior to implementation.

Deliverables:

- 3.1 Verification and Monitoring Plan (draft/final)
- 3.2 Test Readiness Review package
- 3.3 Test log and performance reporting templates

Task 4. Subsystems Integration

There are six subsystems that the Consultant will need to plan for and integrate on to the existing Smart Corridor system:

1. Communications
2. Traffic Control
3. Trailblazer Signs (TBS)
4. Arterial Dynamic Message Signs (ADMS)

5. Closed-Circuit Television (CCTV) Cameras
6. Microwave Vehicle Detection Systems (MVDS)

The Consultant shall develop and implement an Integration Plan and Integration Checklist incorporating each of the subsystems, subject to C/CAG's review and approval. A description and components of the Integration Plan and Integration Checklist are listed below. Specifics for each of the subsystems are provided below that.

Integration Plan

The Integration Plan shall consist of:

- A high-level network overview and identify where subsystem components fit in
- Schematic diagram showing interconnection of all Northern Cities subsystem components
- Communication network parameters of each subsystem component. This should be detailed per device
- Configuration schemes for all devices
- Suggested deployment sequence
- Subsystem tests of a typical network component, for example
 - o Confirm configuration is loaded
 - o Confirm correct labelling
 - o Confirm correct IP address
 - o Confirm local connectivity (if testing on bench)
 - o Confirm remote connectivity (if testing after field installation)
- High level Subsystem tests, for example
 - o Components are reachable from the KITS software

Integration Checklist

The Integration Checklist is a complete list of all the subsystem's components. The Consultant shall develop a checklist for each subsystem and include each component's specific location and communication parameters. The Consultant shall confirm that each component is properly identified and configured. The Consultant will check off that each component was confirmed and tested.

Specifics for each Subsystem

(1) Communications Subsystem

The communications subsystem for the Northern Cities Smart Corridor is made up of fiber-optic cable that is located within the three jurisdictions. The Northern Cities fiber network must be connected by fiber to the Smart Corridor network at the San Mateo Hub.

The Consultant shall integrate the communications subsystem installed by the construction contractors. The following tasks and deliverables are below.

- Develop Communication Subsystem Integration Plan (draft/final).
- Develop Integration Checklist (draft/final).

- Coordinate with C/CAG and Smart Corridor network management team regarding the existing network configuration, available IP addresses, and other relevant integration parameters of the existing Caltrans and Smart Corridor network.
- Develop communication network parameters, including IP address assignments, subnet assignments, and VLAN assignments, for project switches and project end units (TMC workstations, traffic signal controllers, TBS, ADMS, CCTV, MVDS).
- Verify network connectivity and ensure no impact on existing systems.
- Support configuration of Caltrans Hub Aggregation Switch and ensure interoperability with Smart Corridor platforms.
- Work with Caltrans for configuration of the Caltrans Hub switch for communications between San Mateo Smart Corridor and Northern Cities' TMC and field devices.
- Receive switches from Construction Contractor(s), configure with network parameters, and return to Construction Contractor.
- Review and provide comments on Unit and Subsystem test results from Construction Contractor(s).
- Provide technical support to the Construction Contractor(s) as necessary.
- Verify that the contractor established communications between Northern Cities' hub aggregation switch and edge switches.
- Configure Northern Cities TMC workstations to support Smart Corridor operations and CCTV video streams.

(2) Traffic Control Subsystem Integration

The Consultant shall integrate the traffic control subsystem installed by the construction contractors. The following tasks and deliverables are below.

- Develop Traffic Control Integration Plan (draft/final).
- Develop an Integration Checklist (draft/final).
- Configure traffic signal controllers for Brisbane, Daly City, Colma, and Caltrans corridors.
- Ensure interoperability with Caltrans KITS (traffic management system) and/or the cities' traffic management software systems, as applicable.
- Verify remote monitoring and control through the ATMS Web Portal.
- Implement and test incident response timing plans (IRPs) (see Task 8).

(3) Trailblazer Signs (TBS) Integration

The Consultant shall integrate the trailblazer sign (TBS) subsystem installed by the construction contractors. The following tasks and deliverables are below.

- Develop Trailblazer Sign Integration Plan (draft/final)
- Develop Integration Checklist (draft/final).
- Integrate arterial and freeway Trailblazer Signs into Caltrans Envoy or other platform.
- Configure Envoy server for new devices.
- Ensure accessibility via Hub-to-Center Subsystem.

(4) Arterial Dynamic Message Signs (ADMS) Integration

The Consultant shall integrate the Arterial Dynamic Message Signs (ADMS) subsystem installed by the construction contractors. The following tasks and deliverables are below.

- Develop ADMS Integration Plan (draft/final)
- Develop Integration Checklist (draft/final).
- Integrate ADMS units with the Smart Corridor Envoy server.
- Configure and verify full remote operations from Caltrans ATMS and ICM Web Portal.

(5) Closed-Circuit Television (CCTV) Camera Subsystem Integration

The Consultant shall integrate the Closed-Circuit Television (CCTV) Camera subsystem installed by the construction contractors. The following tasks and deliverables are below.

- Develop CCTV Camera Integration Plan (draft/final)
- Develop Integration Checklist (draft/final).
- Configure new CCTV field cameras for Brisbane, Daly City, Colma, and Caltrans corridors.
- Integrate into Caltrans BAVU, and ICM Web Portal.
- Support configuration of multicast video streams.
- Ensure that video streams are accessible at San Mateo Hub and across all Smart Corridor jurisdictions.
- Integrate video into the existing Avigilon system.

(6) Microwave Vehicle Detection System (MVDS) Integration

The Consultant shall integrate the Microwave Vehicle Detection System (MVDS) subsystem installed by the construction contractors. The following tasks and deliverables are below.

- Develop MVDS Camera Integration Plan (draft/final)
- Develop Integration Checklist (draft/final).
- Evaluate and compare the features and capabilities of the existing MVDS installed along the existing Smart Corridor and the new MVDS installed as part of the Northern Cities project
- Identify next steps to maximize the data and capabilities from both existing and newly installed MVDS
- Configure and integrate new MVDS units into San Mateo Smart Corridor and ATMS.
- Ensure that the new MVDS units are accessible at San Mateo Hub and across all Smart Corridor jurisdictions.
- Verify availability of vehicle detection data feeds.
- Ensure compatibility with ICM operational systems.

Deliverables:

- 4.1 Integration Plan (draft/final)
- 4.1 Integration Checklist

Task 5. Conduct System Testing, Verification and Monitoring

The Consultant shall perform comprehensive system testing and verification in accordance with the approved Verification and Monitoring Plan and Test Readiness Review package developed under Task 3. The objective is to confirm full system functionality, interoperability between systems/software platforms, as well as legacy and new equipment.

The Consultant shall:

- Conduct Subsystem and System Integration testing in accordance with the Verification and Monitoring Plan (Task 3).
- Populate and maintain the test log, documenting test cases, results, issues, resolutions and approvals.
- Provide electronic submission of test results to C/CAG in a format approved under Task 3.
- Facilitate review meetings with C/CAG and the Resident Engineer to discuss results, deficiencies, and corrective actions.

Upon successful verification testing, the Consultant shall implement a 90-day observation period to monitor and confirm overall system performance. During this period, the Consultant shall:

- Monitor the system for functionality, reliability, and stability.
- Track and troubleshoot issues, and document corrective actions and resolution status.
- Submit bi-weekly performance reports to C/CAG summarizing system status, issues encountered, and corrective measures taken.
- Ensure that no unresolved high-severity issues remain open at the conclusion of the observation period.

Successful completion of the 90-day observation and monitoring period, as determined by C/CAG, shall constitute final system acceptance.

Deliverables:

- 5.1 Comprehensive Test Log (populated with results)
- 5.2 Electronic submission of test results and acceptance documentation
- 5.3 Bi-weekly Observation and Monitoring Reports
- 5.4 Final testing results and acceptance documentation

Task 6. Training

The Consultant shall develop and conduct a training plan on installed devices, subsystem, and software to all stakeholders responsible for managing, operating, and maintaining the system.

- Develop and deliver Training Plan for agencies.
- Conduct at a minimum two hands-on training covering Communications, Signals, TBS, ADMS, CCTV, MVDS subsystems. One training session shall be conducted and recorded for new members of the stakeholder team.

- Provide training materials, user guides, and system documentation. The training materials will become property of C/CAG.

The Training Plan should include, but is not limited to:

- Documentation and materials to support training and operation and maintenance of all systems, subsystems, field devices, communication infrastructure, and any other hardware/software deployed as part of the project
- Training documentation can be handbooks, manuals, handouts, slide decks, video recordings and other materials as necessary.

Deliverables:

- 6.1 Training Plan
- 6.2 Training Sessions
- 6.3 Training Materials

Task 7. Asset Inventory Updates

Using the asset inventory datasheet developed as part of Task 2, upon completion of the testing and acceptance period, the Consultant shall document all project equipment/assets into a spreadsheet or database. Please refer to the Supplemental Resources for a sample spreadsheet.

- Populate asset data into provided spreadsheet, including device type, location, configuration, and network details.
- Ensure consistency in asset tracking standards across agencies.

Deliverables:

- 7.1 Asset Inventory Database

Task 8. Incident Response Plan

Incident response timing plans and strategies can be deployed along the existing Smart Corridor during major traffic incidents. The Consultant shall develop an incident response timing plan for all traffic signals along the Northern Cities incident response routes. Additionally, the Consultant shall update portions of the incident response plans for the existing Smart Corridor (the “southern segment”).

8.1 Kickoff: The Consultant shall conduct a kickoff meeting for this task to review the scope, objectives, and deliverables.

Deliverables:

- 8.1.1 Kickoff meeting agenda and summary

8.2 Data Collection: The Consultant shall establish baseline existing conditions and traffic operations models. Data collection will be required to understand the existing geometric and operational

conditions along the corridors and at the traffic signals of each incident route. The following information shall be collected:

- Historic traffic count data along the incident routes
- Traffic signal timing sheets and as-builts
- Existing traffic signal models

It is assumed that no new count data will be collected, and historic data will be used for the development of the incident response timing plans. If recent count data is not available, the Consultant shall explore options to collect more recent traffic data and provide some preliminary unit cost.

A field review shall be conducted along each incident route during each of the study periods to understand existing conditions. In addition, the following information shall be collected to assist with modeling existing conditions:

- Lane configuration, geometry, speed limits
- Other roadway conditions, such as on-street parking locations, bus stop locations, truck traffic
- Saturation flow rates for typical movements
- Initial lost times for typical intersections
- Travel speeds along the corridors

Deliverables:

- 8.2.1 Data collection summary
- 8.2.2 Field review Documentation

8.3 Prepare/Update Existing Conditions Base Models

After traffic data is collected, an existing traffic signal model shall be developed for each weekday peak period and include corridor and intersection information from the data collection.

Deliverables:

- 8.3.1 Existing conditions models in electronic format

8.4 Prepare/Update Incident Response Timing

Using the existing calibrated models as the base models, the Consultant shall develop incident management response plans for the Northern Cities segment. Synchro models shall be prepared for each incident scenario. Each model will include increased traffic volumes resulting from diverted freeway traffic along the alternate route. Unique signal timing plans will be developed with increased cycle lengths, updated splits, and offsets, to accommodate the directional volume increase. Additional Synchro models shall be developed for intersections acting as a junction point between connecting incident response corridors, and intersections that may not require stand alone plans, but are necessary to evaluate traffic operations when multiple corridor response plans are combined.

In addition, the Consultant shall review and update previously developed incident response plans for the segments between East Palo Alto and San Bruno to ensure consistency, integration, and effectiveness across the entire corridor. The City of South San Francisco is in the process of developing its Incident Response Plans for the Smart Corridor project. The Consultant shall coordinate with the project team, and incorporate elements of their Plans when appropriate.

For the southern segments in the County, the Consultant shall:

- Prepare new timing plans for new signals added along the segments since the original project was completed.
- Review and update existing timing plans for all intersections, reflecting current traffic conditions and the current infrastructure conditions (i.e., revised phasing or updated base timing conditions).

For corridors where adaptive operations have since been deployed, the Consultant shall develop modified adaptive settings and thresholds (such as cycle limits) tailored to each incident response plan.

All Incident management response plans shall address incidents occurring at different times of day (AM, midday/off-peak, PM) and at varying freeway locations and directions.

Once the timing plans are developed, each plan will be assigned a controller plan/pattern number. The plans will be assigned within the logical order of the time-of-day and in order of increasing severity. The assignment of the plan numbers will be discussed with the project agencies, with a consistent approach to assignment for all corridor routes.

After development of the recommended incident management response plans, signal timing parameters, critical performance measure information, timing plan matrix, and other relevant timing information, such as incident response adaptive settings, will be summarized in a Draft Incident Timing Technical Memorandum for transmission to the project stakeholders for review.

Deliverables:

- 8.4.1 Draft and Final Incident Timing Technical Memorandum
- 8.4.2 Proposed Synchro models in electronic format

8.5 Prepare/Update Incident Response Graphics

The Consultant shall develop/update summary graphic maps for each incident scenario, one highlighting the signal timing plan summary and one highlighting the field equipment deployment. The new graphics shall be prepared in the same format as the original project graphics and shall include the general location of the freeway incident, the planned incident route (by travel direction), the traffic signals along that route, and the timing plans/messages for deployment. The graphics shall be prepared in a format to be included in an updated Operations Manual (Task 8.6). For the previously developed segments, the graphics shall be updated, as appropriate, to include changes to the infrastructure (i.e. new signals) or changes to the timing. The graphics shall be submitted to the project stakeholders in draft format for review.

Deliverables:

8.5. Incident Response Graphics (draft/final)

8.6 Update Operations Manual

After the timing plans and graphics have been updated, the Consultant shall update the Operations Manual for San Mateo County. This includes updating contact information and other procedural information to include the new agencies and the original project agencies based on current information. A new Segment Map shall be prepared to include the new incident response freeway segments. In addition, the new graphics prepared for the new agencies/segments shall be incorporated within the document.

As part of the Operations Manual updates, transit agency contacts shall be included and updates to the protocols for notifications, including notifications to transit agencies will be included.

Deliverables:

- 8.6.1 Updated Segment Map
- 8.6.2 Updated Operations Manual (draft/final)

8.7 Prepare Quick Start Guide

The Consultant shall develop a Quick Start guide to assist with quicker deployment of the incident response plans. The guide shall outline how to deploy the incident response plans within each jurisdiction. The Quick Start Guide will include step-by-step instructions on how to deploy the plans and include the summary graphics for each segment.

Deliverables:

- 8.7.1 Quick Start Guide for each Jurisdiction (draft/final)

8.8 Mark-up Timing Sheets and Implement Timing

After the incident response plans have been approved, the Consultant shall mark-up timing sheets and implement the timing into the controllers. The timing shall be input into the existing traffic management software (KITS) and downloaded to the controllers after review by each agency. For those traffic signals that are not within KITS due to communication failures, the Consultant shall enter the timing into KITS and provide the marked-up timing sheets to the agencies to be input directly into the controllers by agency staff.

The Consultant shall also provide training to agency staff on deploying incident response plans and on procedures for activating adaptive operations where applicable.

Deliverables:

- 8.8.1 Marked-up timing sheets for all traffic signals
- 8.8.2 Training session on Incident Response Deployment

Supplemental Resources

Supplemental resources can be downloaded at: <https://ccag.ca.gov/opportunities/rfpsrfqs/>.

The available resources are:

- Northern Cities Smart Corridor Plan Set
- Sample Asset Inventory spreadsheet
- Existing Smart Corridor network diagram (available upon request; please reach out to Audrey Shiramizu at ashiramizu@smcgov.org to receive a copy)

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 forms 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. Consultants 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 _____
Sean Charpentier
C/CAG Executive Director

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 \$XXXXXX. 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