



REQUEST FOR PROPOSALS

Federal Advocacy Services

Issue Date: October 1, 2025

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

Closing Date/Time for Requests for Clarifications: October 15, 2025, 5:00 P.M

Submissions are due prior to 5:00 P.M., October 22, 2025

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1. Introduction

1.1 Agency Description

The City/County Association of Governments of San Mateo County (C/CAG) was founded in 1990 as a Joint Powers Authority, tasked with working on issues that affect the quality of life in San Mateo County. C/CAG provides a collaborative forum for all jurisdictions in San Mateo County to pursue our goals for a safe, equitable, and accessible multi-modal transportation network and an environmentally sustainable, climate resilient future.

As the Congestion Management Agency and County Transportation Agency for San Mateo County, C/CAG oversees State and Federal transportation funds and implements the Congestion Management Program to reduce auto-related congestion. Additionally, C/CAG manages the Countywide Water Pollution Prevention Program, ensuring compliance with the Municipal Regional Permit and oversees regional stormwater projects. C/CAG also acts as the Airport Land Use Commission for the County, implementing the three compatibility plans. Furthermore, C/CAG supports energy efficiency and climate initiatives through the Energy Watch and Regionally Integrated Climate Action Planning Support programs. C/CAG's member agencies include the County of San Mateo and the twenty cities and towns. The C/CAG's Strategic Plan outlines ongoing responsibilities across four key program areas – transportation; stormwater management; energy, environment and climate; and land use and airport compatibility. The full Plan is available at <https://ccag.ca.gov/plansreportslibrary-2/strategic-plan-2024-2029/>.

C/CAG invites firms to submit a proposal for Federal Advocacy Services. The firm selected as a result of this RFP will work under the direction of the C/CAG Executive Director and staff to advance C/CAG's Federal Legislative Engagement Goals, as outlined in Appendix D, and carry out the activities detailed in the Scope of Work, provided in Appendix A.

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/rfprfqfqs/>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses shall be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit their Proposal by 5:00 PM on October 22, 2025, in accordance with the instructions contained in the RFP. Other key RFP dates are listed below under "Preliminary Schedule". Please submit the proposal to:

C/CAG Point of Contact:
Dan Sternkopf
Senior Stormwater Program Specialist
Phone: (845) 649-6023
E-mail: dsternkopf@smcgov.org

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

1.3 Preliminary Schedule

Date	Description
October 1, 2025	Issue RFP
October 15, 2025 at 5:00 P.M	Closing Date/Time for Requests for Clarifications
October 22, 2025 at 5:00 P.M.	Response to RFP Due
Week of November 10, 2025	Consultant interviews
December 11, 2025	C/CAG Board approval
December 18, 2025	Notice to Proceed and Project Kick-off

Any questions related to this RFP shall be submitted in writing to the attention of Dan Sternkopf via email at dsternkopf@smcgov.org. Questions shall be submitted before 5:00 PM on October 15, 2025.

2. Minimum Qualifications of Personnel

Proposers 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 have a minimum of five years’ experience as a federally registered lobbyist.
2. Proposer must have a minimum of three years of lobbying experience related to transportation policy.

3. Project Description and Background

The City/County Association of Governments (C/CAG), a Joint Powers Agency composed of the County of San Mateo and all twenty cities located within San Mateo County, invites you to submit a proposal detailing qualifications and costs for providing federal advocacy (lobbying) services. The firm selected as a result of this RFP will work under the direction of the C/CAG Executive Director and staff to advance C/CAG’s Federal Legislative Engagement Goals, as

outlined in Appendix D, and carry out the activities detailed in the Scope of Work, provided in Appendix A. The 2024 C/CAG Legislative Priorities is provided as Appendix E, for reference. C/CAG seeks a proactive advocate, that will keep in mind C/CAG's interests and programs, and forward information and opportunities on a regular basis. The firm selected will represent C/CAG's funding interests with Congress and with individual federal officials.

The scope of services will include representation and advocacy on behalf of C/CAG in its dealings with all relevant federal agencies and related interest groups, including but not limited to the:

- U.S. House of Representatives
- U.S. Senate
- Executive Branch
- All U.S. federal departments and agencies

This RFP is not a commitment or contract of any kind. C/CAG reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of proposer and shall not be reimbursed. C/CAG reserves the right to reject any and all proposals, waive minor irregularities, request additional information, or revisions to offers, negotiate with any or all proposers, and waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of C/CAG. Attachments to this RFP provide a sample of the standard C/CAG contract and other contract documents.

The anticipated contract term will be for two calendar years (2026 and 2027), with an option to extend the contract for up to three additional calendar years, subject to approval by the C/CAG Board.

3.1 Scope of Work, Period of Performance, and Budget

A. Scope of Work

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

B. Period of Performance

C/CAG expects the work to commence on or about January 2026, and to be completed no later than December 2027. At C/CAG's sole option, the contract may be extended for up to two (2) additional years for work contemplated by Appendix A, Scope of Work.

C. Budget

The current Federal Advocacy Services contract is \$102,000 per fiscal year. The final budget will be subject to the competitive RFP process and the agency's annual budget process.

4. Proposal Requirements

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

4.1 General Conditions

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

- Neither submission of a proposal nor C/CAG's receipt of proposal materials confers any right to the proposer nor any obligation on C/CAG. This RFP does not commit C/CAG to award a contract, nor will C/CAG defray any costs incurred in preparing proposals or participating in any presentations or negotiations.
- C/CAG accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions in response to the RFP will become the property of C/CAG and may be used by C/CAG in any way deemed appropriate.
- Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
- C/CAG reserves the right to accept or reject any or all proposals received as a result of this request, waive minor irregularities, request additional information, negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of C/CAG to do so.
- Any contract resulting from this RFP will be awarded to the responsible offeror whose proposal is most advantageous to C/CAG, with price and other factors considered.
- The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not have any force or effect until it is approved and fully executed by C/CAG.
- If the selected Proposer fails to enter into a contract with C/CAG in a timely manner as determined by C/CAG, C/CAG reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
- The work performed pursuant to any resulting contract shall comply with the requirements of all federal, state and local laws without limitation, and such laws shall apply to this RFP and any subsequent contract as though incorporated herein by reference.
- The Consultant shall comply with all insurance requirements of C/CAG, included in the sample agreement in Appendix C, "Sample Agreement Template."

4.2 Submittal Requirements

Proposers must submit one (1) electronic copy of the proposal to Dan Sternkopf at dsternkopf@smcgov.org by **5:00 P.M. on October 17, 2025**. The proposals must be submitted in PDF format. Each page shall be 8.5" x 11" or 11" x 17" and all body text, including any supplemental materials, shall be 12-point font. Each page shall be sequentially numbered, and a

table of contents shall be provided. Each submittal shall be no more than 20 pages, excluding cover letter, title page, table of contents, resumes of key staff members, relevant experience, references, and supplemental materials.

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

4.3 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: Federal Advocacy Services
Attn: Dan Sternkopf, Senior Stormwater Program Specialist
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

The letter shall be on Consultant letterhead and include the name, title, address, phone number, and email address of the individual whom correspondence and other contacts should be directed during the selection process. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 120 days from the due date for proposals.

2) Title Page

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

3) Table of Contents

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

4) Project Approach

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

- a. Describe how you would choose the funding opportunities your firm would track on C/CAG's behalf, and how your firm would promote C/CAG's interests at the federal level
- b. Describe your firm's approach to managing situations in which two or more of your clients maintain competing positions on an opportunity for which C/CAG has requested your representation, including how potential conflicts of interest would be identified and addressed.

5) Work Plan

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

6) Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall align with the anticipated project kick-off date in January 2026 and the completion and closeout date of December 2027.

7) Cost Proposal

Proposers shall provide a detailed not to exceed cost proposal for the Project using the Cost Proposal Template (Appendix B), with best estimate cost breakdowns by calendar year. The cost proposal shall include personnel classifications, hourly rates, overhead rates, and any other cost items necessary to perform the Scope of Work. Rates indicated shall be for the initial two-year contract term and any subsequent 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 and/or Cost Proposal are unreasonable at C/CAG's sole discretion. The Cost Proposal should summarize total costs by each calendar year and clearly identify all charges that would be passed onto C/CAG.

8) Supplemental Materials

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

a) Qualifications

Identify the qualifications of staff assigned to perform the work, whose expertise or experience addresses each of the specified needs. Identify the personnel, including subcontractor personnel. Provide resumes for all key team members. The submittal shall designate a project manager who will provide a single point of contact for the management and coordination of all aspects of the work. Identify who is the lead staff on each task. Include names of individuals who would be directly engaged in performance of work under this solicitation. For each of the individuals please submit:

- a. Number of years experience in legislative advocacy services
- b. List of three current references and contact information (three can be provided for the whole firm)
- c. Brief description of work performed for these references or relationship to these references

- d. A description of the firm and team's relationships with the Bay Area's Congressional delegation and decision-makers in the legislative and executive branches.

Additional information to include:

- a. Date of establishment of business
- b. Type of organization (individual, partnership, or corporation)
- c. Provide a list of all clients located within the San Francisco Bay Area
- d. Describe any areas of specialty that your firm has (such as type of client and/or subject matter and/or other).

b) Work Samples

Provide two (2) relevant work samples.

9) Additional Proposal Requirements

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

a) Litigation

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

b) Contract Agreement

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

c) Insurance Provisions

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

d) Taxpayer Identification Number and Certification

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

5. Proposal Evaluation

5.1 Evaluation Process

All proposals will be evaluated by a Selection Committee (Committee) comprised of C/CAG staff and possibly external partners. An initial assessment will be made to ensure that the submittal is responsive to the RFP requirements. An incomplete submittal will be deemed non-responsive and disqualified at C/CAG staff's discretion. The Committee will then assess the quality of each submittal based on the evaluation criteria below and will rank the Proposals. All communication during the evaluation phase shall be through the C/CAG Contract

Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

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

5.2 Evaluation Criteria

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

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

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

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

Proposer Discussions

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

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer’s specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A Proposer on the “short list” invited to participate in discussions will be expected to provide a presentation consisting of an overview of its approach to the Project.

Recommendation for Contract Award

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

Award

Any award made will be to the Proposer whose proposal is most advantageous to C/CAG based on the evaluation criteria. If the selected firm fails to enter into a contract with C/CAG in a timely manner as determined by C/CAG, in accordance with the terms and conditions of this procurement, C/CAG reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest ranking firm and so forth until a Consultant is selected under the

Terms of the procurement. C/CAG also reserves the right to cancel this procurement and re-procure for this project if it is determined to be in its best interest to do so.

Selection Disputes

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

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

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

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

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

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

Public Records

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

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that C/CAG withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section 4, Proposal

Requirements, as confidential and shall include the following notice at the front of its proposal:

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

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

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that C/CAG withhold such data from disclosure and C/CAG complies with the Proposer’s request, the Proposer shall assume all responsibility for redacting the proposal; defending any challenges resulting from the non-disclosure; indemnifying, defending C/CAG and holding C/CAG harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys’ fees that may be awarded to the party requesting such Proposer information); and paying any and all costs and expenses relating to the withholding of the Proposer information. Proposer agrees that C/CAG’s sole involvement in any litigation resulting from C/CAG’s withholding of records shall be to retain the records until otherwise ordered by a court.

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

Organization Conflict of Interest

Proposals shall include a Conflict of Interest Statement disclosing any financial, business or other relationship with C/CAG that may have an impact upon the outcome of the contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract.

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

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

Point of Contact

Dan Sternkopf
Senior Stormwater Program Specialist
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
E-mail: dsternkopf@smcgov.org

APPENDIX A SCOPE OF WORK

The primary objective of this contract is to secure additional federal funding resources for C/CAG. The selected federal legislative advocate will also be responsible for advancing the federal portion of C/CAG's annually updated legislative priorities, and supporting legislative and policy outcomes that broadly further the agency's interests. A copy of the agency's 2024 Legislative Priorities is included as Appendix E.

The services to be performed by C/CAG's federal legislative advocate shall consist of services requested by the C/CAG Project Manager or designated representative and may include, but are not limited to, the following:

1. Representation and Advocacy

- Advance C/CAG's federal funding objectives and policy priorities through direct advocacy and strategic engagement with decision-makers.
- Represent and advocate for C/CAG with the Bay Area Congressional Delegation, key Congressional committees, Administration officials, and relevant federal agencies.
- Secure Congressional and agency support for C/CAG funding applications, programs, and projects.

2. Strategic Guidance and Technical Support

- Assist in developing and implementing strategies to maximize federal funding opportunities for C/CAG and its member agencies.
- Provide technical support and strategic advice on grant applications, including review of application materials and coordination of Letters of Support.
- Advise C/CAG on opportunities to align its objectives with federal priorities and programs.

3. Legislative and Regulatory Monitoring

- Monitor and evaluate proposed federal legislation, policies, regulations, and funding opportunities with a focus on identifying and advancing opportunities to secure resources for C/CAG.
- Alert C/CAG to significant bills, policy changes, or funding programs that may impact the agency's ability to obtain or maintain funding for its projects and programs.
- Provide analysis of potential impacts, along with recommended actions to position C/CAG to maximize funding opportunities and protect existing financial resources.

4. Facilitation of Communication

- Develop and maintain effective working relationships with Congressional offices, federal agencies, and other stakeholders on behalf of C/CAG.
- Facilitate communication between C/CAG leadership/staff and federal representatives.
- Coordinate and arrange meetings with members of Congress, federal agency staff, and other key stakeholders as requested.

5. Reporting and Coordination

- Collaborate with C/CAG Board leadership and staff to prepare an annual federal strategy for funding and advocacy.
- Provide regular written reports summarizing activities, opportunities, and emerging issues.
- Provide periodic briefings and updates to the C/CAG Board, Legislative Committee, and/or Technical Advisory Committee (TAC) as requested.
- Provide an annual informational summary of the federal funding landscape and its implications for C/CAG programs.
- Conduct quarterly program and priorities reviews with C/CAG staff to track funding priorities and ensure proactive engagement.
- Provide a bi-annual review of advocacy efforts and funding opportunities.
- Respond to ad-hoc requests for information regarding pending federal legislation, funding programs, or regulations.

**APPENDIX B
 COST PROPOSAL TEMPLATE**

	Monthly Retainer	Monthly Retainer
	2026	2027
Task 1 - Representation and Advocacy		
Task 2 - Strategic Guidance and Technical Support		
Task 3 - Legislative and Regulatory Monitoring		
Task 4 - Facilitation of Communication		
Task 5 - Reporting and Coordination		
Subtotal Monthly Retainer		
Estimated Additional Expenses not included in monthly Retainer		
Total Annual Cost		
Key personnel and their Hourly Rates		

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; and

C/CAG has determined that consultant services are needed to assist C/CAG to provide federal advocacy service; 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]; by adoption of [RESOLUTION #], the C/CAG Board of Directors authorized the C/CAG Executive Director to execute an agreement with Consultant to provide the services described in Exhibit A, Scope of Work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services to be provided by Consultant.** In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall provide services for C/CAG in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Scope of Work, attached hereto (the “Services”).

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

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C/CAG shall make payment to Consultant based on the rates and in the manner specified in Exhibit B, Project Budget. C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or

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

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

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

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

5. **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
6. **Key Personnel.** The key personnel to be assigned to this work by the Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 14. Consultant agrees that all personnel assigned to this work will be

professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.

7. **Contract Materials.** Upon expiration or termination of this Agreement, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law. Consultant shall not be liable for C/CAG’s use, modification or re-use of products without Consultant’s participation or for purposes other than those specifically intended pursuant to this Agreement.
8. **Relationship of the Parties.** Consultant agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.
9. **Assignability and Subcontracting.** Consultant shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Consultant without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
10. **Hold Harmless/Indemnity.**
 - a. *General.* Consultant shall indemnify and hold harmless C/CAG and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant’s duty to indemnify and hold harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Consultant to indemnify and save harmless as set forth by this Section

shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Consultant’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant’s option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

11. Insurance.

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer's Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:
 - (a) Comprehensive General Liability..... \$1,000,000
 - (b) Workers' Compensation..... Statutory
 - (c) Motor Vehicle Liability Insurance..... \$1,000,000

(d) Professional Liability..... \$1,000,000

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

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

Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance with this Section.

13. Non-discrimination.

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

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

14. **Substitutions.** If particular persons or classifications are identified in Exhibit A as providing services under this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.

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

- a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or the State of California.
- b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable federal, State, and local agencies and as required by C/CAG.
- c. Consultant agrees upon reasonable notice to provide to C/CAG or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. **Debarment and Suspension Certification**

- a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.
17. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
18. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.
19. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
20. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County

555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Dan Sternkopf
Email: dsternkopf@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:

Under no circumstances shall the amount paid by C/CAG to Consultant exceed \$XXXXXX. Consultant shall provide C/CAG with a written itemized invoice 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

APPENDIX D FEDERAL LEGISLATIVE ENGAGEMENT GOALS

- **Identify Funding sources and Grants** for all program areas undertaken by C/CAG, including:
 - **Transportation**
 - . Transportation infrastructure to reduce congestion
 - . Transportation infrastructure to encourage mode shift to active transportation (bicycles and pedestrians)
 - Transition to electric vehicles, including E-bikes, and associated charging and grid infrastructure
 - Development of tools to encourage transportation investments to reduce GHG emissions
 - **Stormwater and OneWater**
 - Multi-benefit Green Infrastructure design, installation and maintenance
 - Planning, programs and policies to advance regional scale, collaborative stormwater management in San Mateo County
 - Integrated “OneWater” management strategies and projects
 - **Energy and GHG Emissions**
 - Promoting electrification of existing buildings and adoption of reach codes
 - Building microgrid and resilience
 - Resilience efforts on Extreme Heat
 - **21 Elements Countywide Housing and compact development assistance**
 - Countywide support for affordable housing, Accessory Development Units and other policy efforts to address the housing crisis.
 - **Tracking and Introduction**
 - Awareness of trends in funding priorities
 - Awareness of changes in key federal department heads and possible influence on funding
 - Notification of funding opportunities suitable to all C/CAG programs
 - Introduction to potential funding partners
 - Advocacy for letters of support from key agencies for grants of interest to C/CAG

APPENDIX E
2024 C/CAG Legislative Priorities

Available at <https://ccag.ca.gov/wp-content/uploads/2024/03/2024-CCAG-Legislative-Policies-Draft-v5-Posted.pdf>.