



REQUEST FOR PROPOSALS

Measure M 5-Year Implementation Plan Update

Fiscal Years 2028-2032

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

Date Released: Monday, September 28, 2026

Deadline for Requests for Clarifications: Monday, October 5, 2026

Proposals are due prior to Friday, October 30, 2026, 12:00 PM (Noon)

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Request For Proposals

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Fiscal Years 2028-2032

I. INTRODUCTION

The City/County Association of Governments of San Mateo County (C/CAG), a Joint Powers Agency composed of the County of San Mateo and all twenty cities located within San Mateo County, invites qualified consultants to submit proposals for a five-year implementation plan for San Mateo County's Measure M (\$10 Vehicle Registration Fee) for Fiscal Years 2028 to 2032. A detailed Scope of Work is described in Appendix A. To be considered for this work, proposers must submit a proposal in accordance with the requirements, specifications, and scope of work provided in this Request for Proposals (RFP).

This RFP briefly describes the C/CAG organization, its programs, the scope of work required from the consultant, the minimum information needed to respond to the RFP, and the consultant selection process.

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 the proposer and will 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 include: Scope of Work (Appendix A), Cost Proposal Template (Appendix B), and Sample Template Agreement (Appendix C), and Measure M Dashboard Recommendations Memo (Appendix D).

The anticipated contract term will be December 14, 2026 to December 13, 2027. 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 should be submitted in accordance with the instructions set forth in the RFP.

Proposals must be received by C/CAG no later than **12:00 PM (noon) on OCTOBER 30, 2026**, in accordance with the instructions contained in the RFP. Proposals should be emailed with the subject line "RFP – Measure M 5-Year Implementation Plan Update FY28-32" to: Marina Budimir, Project Manager, at mbudimir@smcgov.org.

Proposals received after the time and date specified above may be considered nonresponsive. C/CAG is not responsible for submissions delayed for any reason.

Tentative Schedule

Date	Description
Monday, September 28, 2026	Release RFP
Monday, October 5, 2026 at 5 PM	Deadline for Questions
Friday, October 30, 2026 at 12 PM	RFP Proposals Due
Monday, November 2 – Wednesday, November 25, 2026	Consultant Selection Process
Thursday, November 19 and Friday, November 20, 2026	Consultant Interviews (if necessary)
Monday, November 23 – Friday, December 4, 2026	Consultant Notification and Contract Negotiation
Thursday, December 10, 2026	C/CAG Board approval
Monday, December 14, 2026	Notice to Proceed

Anticipated Term and Budget

C/CAG expects the work to commence on or around December 14, 2026, and for the updated plan to be completed no later than April 30, 2027; Task 7 (Optional) can be completed concurrently or any time during the one-year contract period. Final meetings and presentations to the C/CAG Committees and Board will take place at the May 2027 Technical Advisory Committee and Congestion Management and Environmental Quality (CMEQ) Committee meetings and June 2027 C/CAG Board meeting. The contract term will conclude on December 13, 2027.

Funding for the services described in this proposal will come from the designated 5% program administration fee in Measure M. The budget for the Scope of Work is \$80,000 to \$95,000.

II. PROJECT DESCRIPTION AND BACKGROUND

C/CAG sponsors and manages Measure M, the annual ten dollar (\$10) vehicle registration fee approved by voters of San Mateo County in 2010 for transportation-related congestion and water pollution mitigation programs. It was estimated that Measure M would generate approximately \$6.7 million annually and \$167 million total over the 25-year period between May 2011 and May 2036. Per the Expenditure Plan, 50% of the net proceeds will be allocated to cities and the County for local streets and roads, and the remaining 50% will be used for Countywide Transportation Programs. These programs include transit operations/senior mobility, intelligent transportation system (ITS)/Smart Corridors, safe routes to school (SRTS), and stormwater pollution prevention.

Beginning in March 2011, the C/CAG Board approved five-year Implementation Plans; the current five-year Measure M Strategic Implementation Plan, adopted in July 2021, covers fiscal years 2022-2027.

The current plan maintains the overall Measure M structure while providing adjusted allocation percentages for each of the four areas within the Countywide Transportation Program. The allocation percentages were determined using a needs-oriented approach that identifies specific projects and programs to receive funding. Over time, each Implementation Plan has identified gaps and provided recommendations to refine and improve implementation, with the goal of directing available funding toward the most critical work and maximizing benefits for San Mateo County residents, visitors, commuters, and businesses.

C/CAG seeks to retain a consultant team to assist with evaluating the current plan as well as developing the next five-year Measure M Implementation Plan for fiscal years 2028-2032. The primary purpose of this project is to recommend updated allocation percentages among the four areas of the Countywide Transportation Programs for the next five-year period and document the supporting methodology in an updated implementation plan.

III. 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, a subcontractor, or a key staff member from either the firm submitting a proposal or a subcontractor who shall be assigned to this project have successfully competed at least two comparable public-sector funding, expenditure-plan, strategic-planning, or program-evaluation assignments within the last five years.

IV. PROPOSAL REQUIREMENTS

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

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 or to pay any costs incurred in the preparation of a proposal in response to this RFP.
- 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 all proposals submitted, waive minor irregularities, request additional information, negotiate with any qualified consultant, or 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 proposer whose proposal is most advantageous to C/CAG, with price and other factors considered.
- 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 shall apply to this RFP and are incorporated into this RFP and any subsequent contract by this reference.

Note regarding the Public Records Act:

Government Code Section 7920.000 *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record **without exception**. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you consent to release of such materials by C/CAG if requested under the Public Records Act without further notice to you, and (2) you agree to indemnify and hold harmless C/CAG for release of such information.

Submittal Requirements:

Consultants must submit one (1) electronic copy of the proposal. Each page shall be 8.5" x 11" or 11" x 17". Each page shall be sequentially numbered, and a table of contents shall be provided. Each submittal shall be no more than 20 pages, excluding introductory letter (cover letter), title page, table of contents, resumes of key staff members, relevant experience, and references.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the consultant. To be considered for the project, however, a modified proposal must be received prior to the deadline.

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

Proposal Format:**1. Introductory Letter**

A brief statement (no longer than one page) of the consultant's understanding of and interest in the project, including a brief description of the roles of the consultant and subcontractors, 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.

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

2. Title Page

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

3. Table of Contents

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

4. Executive Summary and Project Approach

Provide a brief summary (no more than two pages) 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 work will be completed.

5. Work Plan

This section should present a work plan (no more than 10 pages) for the tasks described in the Scope of Work (Appendix A). The proposed work plan should:

- a) Discuss how the proposer will conduct the identified task, identify deliverables, and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks, and milestones.
- b) Elaborate on the proposer's strategy for building consensus among a large group of stakeholders, including the 21 local jurisdictions and countywide Program Managers, who may have different interests.
- c) 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, consultant staff, and subcontractors, if any. Designate a project manager who will provide a single point of contact for the management and coordination of all aspects of the work. The project manager will be responsible for coordinating and tracking all deliverables, communicating with the C/CAG Project Manager, and reporting results and recommendations. Identify the task leads and backup individuals. Clearly identify all staff with defined roles and proposed work location during the project.
- d) Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
- e) Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work. Discuss methods, formal and informal, to track and resolve these problems/obstacles during the project.

6. Schedule of Work

Provide a detailed schedule for all phases of the project, including time for reviews and approvals. The proposed schedule should align with the anticipated project timeline: C/CAG expects the work to commence on or around December 14, 2026, and for the final draft plan to be completed no later than April 30, 2027. Final meetings and presentations to the C/CAG Committees and Board will be at the May and June 2027 meetings, respectively. Task 7 (Optional) can be completed concurrently or any time before December 13, 2027.

7. Cost Proposal

Provide a detailed cost proposal for the project using the Cost Proposal Template (Appendix B). The cost estimate shall include personnel names, classifications, hourly rates, and any other cost items necessary to perform each of the tasks listed in the Scope of Work. A total cost shall be summarized and presented. Rates shall include all direct and indirect costs);

fully loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies. Rates indicated shall be firm for the initial contract term and any annual rate escalation shall not exceed 3%. C/CAG reserves the right to negotiate with or to decline to enter into a contract with a proposer whose rates are unreasonable at C/CAG's sole discretion.

8. **Supplemental Materials**

As an appendix, include the following as documentation (no more than 20 pages) of relevant consultant information, qualifications, and experience:

- **Qualifications**

Identify the qualifications of staff assigned to perform the work, with expertise or experience addresses each of the specified needs. Include subcontractor personnel.

In an appendix, provide resumes and references for all key team members. Resumes shall show relevant experience for the project Scope of Work, as well as the length of employment with the consultant. Key members, especially the project manager, shall have significant demonstrated experience with this type of project, and ideally should be committed to stay with the project for its duration. Any change in key personnel on the project team is subject to prior written approval of C/CAG. Removal of any key personnel identified in the responses to the RFP without prior written consent of C/CAG may be considered a material breach of contract.

- **Project Examples**

Demonstrate successful completion of comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Include a detailed description of three to five projects within the past five years, with the following information:

- Contracting agency
- Contracting agency Project Manager
- Contracting agency contact information
- Contract amount
- Funding source
- Date of contract
- Date of completion
- Consultant Project Manager and contact information
- Project Objective
- Project Description
- Project Outcome

- **Work Samples**

Provide at least one sample of a written technical report or memo and one sample of material developed for a similar study effort. The samples must have been prepared by

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

- **References**

Provide three references and their contact information. References should be for work completed within ten years of the date of the issuance of this RFP, and the contact person must be currently accessible via the contact information provided to be considered.

Provide a summary of all contracts your firm (including subcontractors) has held with C/CAG in the past three years, including a brief description of the scope of work, the contract amount, and date of execution. Performance on any C/CAG contract within the past three years may be considered as reference information or when past performance is included as an evaluation factor.

9. Additional Proposal Requirements

As an appendix, include the following documentation (no more than 10 pages) related to the following items:

a) **Conflict of Interest Requirements**

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. List current clients who may have a financial interest in the outcome of this contract. Identify possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

If a consultant discovers a conflict during the execution of an assigned task, the consultant must immediately notify the C/CAG Project Manager regarding the conflict(s) of interest. The C/CAG Project Manager may terminate the contract involving the conflict of interest and C/CAG may obtain the conflicted services in any way allowed by law. Failure by the consultant to notify C/CAG Project Manager may be grounds for termination of the contract for cause pursuant to Section 4, Termination, of the Contract Agreement Template, provided as Appendix C to this RFP.

b) **Levine Act Disclosure**

The Levine Act (California Government Code Section 84308) imposes certain requirements on parties contracting with C/CAG related to campaign contributions to C/CAG Board members. Complete the form available at: <https://ccag.ca.gov/wp-content/uploads/2023/07/Appendix-3-CA-Levine-Act-Statement.pdf> and include it in your submission.

b) **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.

c) Agreement

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

Provide a brief statement affirming that the proposal terms shall remain in effect for 120 days following the date proposal submittals are due.

d) 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 (see Section 11), within ten days of C/CAG's notice to firm that it is the successful Proposer.

e) Taxpayer Identification Number and Certification

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

V. PROPOSAL EVALUATION

A. Evaluation Process

All proposals will be evaluated by a Selection Committee (Committee) comprised of C/CAG staff and other parties with relevant subject matter expertise. An initial assessment will be made to ensure that the submittal complies with 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 evaluation criteria for the oral interviews, should they occur, are included below.

B. Evaluation Criteria

Proposals will be evaluated according to each evaluation criterion and scored on a zero-to-five-point rating scale. 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	Organization of Proposal	5
2	Staff and Firm Qualifications	20
3	Understanding of Project Scope of Work	10
4	Proposed Project Approach	20
5	Cost Effectiveness	20
6	References	5
7	Conflict of Interest Statement	Pass/Fail
	Subtotal:	80

No.	Interview Evaluation Criteria	Weight
8	Presentation by team	10
9	Q&A Response to panel questions	10
	Subtotal:	20
	Total:	100

1. Organization of Proposal (5 points)

- Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

2. Staff and Firm Qualifications (20 points)

- Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct services on similar projects.
- Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- Roles and Organization of Proposed Team
 - Proposes adequate and appropriate disciplines of project team.
 - Some or all of team members have previously worked together on similar project(s).
 - Overall organization of the team is relevant to C/CAG's needs.
- Roles of Key Individuals on the Team
 - Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - Key positions required to execute the project team's responsibilities are appropriately staffed.
- Working Relationship with C/CAG
 - Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - Team leadership understands the nature of public sector work and its decision-making process.

3. Understanding of Project Scope of Work (10 points)

- Detailed Scope of Services to be Provided
 - Proposed scope of services is appropriate for all phases of the work.
 - Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
 - The proposal includes a detailed work plan.
- Project Deliverables
 - Understanding of the Project scope and ability to meet program objectives.

4. Proposed Project Approach (20 points)

- Project and Management Approach
 - Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- Schedule of Work

- Schedule shows completion of the work within or preferably prior to the C/CAG overall time limits as specified in this RFP. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and federal funding compliance.
- The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.
- Presentation of written proposals and sample reports.

5. Cost Effectiveness (20 points)

- Cost Control and Budgeting Methodology
 - Proposer has a system or process for managing cost and budget.
 - Evidence of successful budget management for a similar project.
- Proposal clearly defines cost in spreadsheet format.
- Reasonableness of hourly rates.
- Allocation of resources for tasks and activities.

6. Conflict of Interest Statement (Pass/Fail)

- Discloses any financial, business, or other relationship with C/CAG that may have an impact upon the outcome of the contract.
- Lists current clients who may have a financial interest in the outcome of this contract.

7. References (5 points)

- Provide as reference the names of at least three agencies you currently or have previously consulted for in the past three years.

8. Presentation by Team (10 points) (if oral interviews are necessary)

- Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (10 points) (if oral interviews are necessary)

- Proposer provides responses to various interview panel questions.

Weighted scores for each proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Organization of Proposal		5	
2	Staff and Firm Qualifications		20	
3	Understanding of Project Scope of Work		10	
4	Proposed Project Approach		20	
5	Cost Effectiveness		20	
6	References		5	

7	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		10	
	Total:		100	/500

D. Recommendation for Contract Award

C/CAG reserves the right to not convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. C/CAG reserves the right to negotiate and/or include a best and final offer stage to the process.

References may be contacted at any point in the evaluation process. C/CAG reserves the right to consider consultant performance based on comments from submitted references. Experience and ability to perform work is a significant consideration.

The Committee will recommend the selected proposer to the C/CAG Board of Directors for approval, based on the Committee's evaluation of the written proposals and oral interviews (if held).

E. 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 a written protest to the C/CAG Project Manager in accordance with the following deadlines:

1. 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.
2. No later than 5:00 p.m. on the third business day after the date the proposer is notified that it did not meet the minimum qualifications or was found to be non-responsive.
3. No later than 5:00 p.m. on the third business day after the date on which the proposer is notified that it was not selected, or, if applicable, the date the Committee recommends award, whichever is later, for objections to the recommended award.

Protests must clearly and specifically describe the basis for the protest and state the proposed relief or remedy 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.

APPENDIX A – SCOPE OF WORK

A. Introduction

The City/County Association of Governments of San Mateo County (C/CAG) sponsors and manages Measure M, the annual ten dollar (\$10) vehicle registration fee approved by voters of San Mateo County in 2010 for transportation-related congestion and water pollution mitigation programs. It was estimated that Measure M would generate approximately \$6.7 million annually and \$167 million total over the 25-year period between May 2011 and May 2036. Per the Expenditure Plan, 50% of the net proceeds will be allocated to cities/County for local streets and roads, and the remaining 50% will be used for the Countywide Transportation Programs. These programs include Transit Operations/Senior Mobility, Intelligent Transportation System (ITS)/Smart Corridors, Safe Routes To School (SRTS), and Stormwater Pollution Prevention.

In March 2011, the C/CAG Board approved the initial five-year Implementation Plan for fiscal years 2011 to 2016. Then in May 2016, the Board adopted Resolution 16-11 approving the second five-year Measure M Implementation Plan for fiscal years 2017-2021. The current five-year Measure M Strategic Implementation Plan, Resolution 21-53 adopted in July 2021, covers fiscal years 2022-2027. All three Implementation Plan updates can be found at <https://ccag.ca.gov/funding/measure-m/>.

The current plan maintains the overall Measure M structure while providing adjusted allocation percentages for each of the four areas within the Countywide Transportation Programs. The allocation percentages were determined using a needs-oriented approach that identifies specific projects and programs to receive funding. Over time, each Implementation Plan has identified gaps and provided recommendations to refine and improve implementation, with the goal of directing available funding toward the most critical work and maximizing benefits for San Mateo County residents, visitors, commuters, and businesses.

C/CAG seeks to retain a consultant team (Consultant) to assist with evaluating the current plan and developing the next five-year Measure M Implementation Plan for fiscal years 2028-2032. The primary purpose of this project is to recommend updated allocation percentages among the four areas of the Countywide Transportation Programs for the next five-year period and document the supporting methodology in an updated implementation plan.

B. Project Tasks

Task 1: Project Administration and Meetings

The Consultant shall lead a kick-off meeting with C/CAG staff to align on project goals, project schedule, coordination approach with jurisdictions, and the program assessment framework. The Consultant shall schedule and provide agendas, meeting materials, and minutes for meetings with

C/CAG staff who will provide project direction. The Consultant shall provide monthly progress reports and itemized invoices for work completed during the prior month.

Some deliverables in the work plan will need to be accomplished in time to be shared with two committees – the Technical Advisory Committee and the Congestion Management and Environmental Quality (CMEQ) Committee. C/CAG and the Consultant can figure out together when deliverables will need to go before the C/CAG Committees and the Board.

Task 1 Deliverables:

1. Project Kick-off Meeting
2. Weekly Project Management Meeting Agendas and Action Items
3. Monthly Progress Reports and Invoices
4. Work Plan and Schedule

Task 2: Review and Update Goals and Objectives

The Consultant shall review and refresh current goals and objectives outlined in the FY2022-2027 Strategic Implementation Plan and recommend targeted updates based on current transportation priorities, program needs, and stakeholder input. To inform those recommendations, the Consultant shall convene a stakeholder meeting (in-person or virtual) with the program managers representing the four areas in the Countywide Transportation Programs – Transit Operations/Senior Mobility, Intelligent Transportation System (ITS)/Smart Corridors, Safe Routes To School (SRTS), and Stormwater Pollution Prevention. In addition, the Consultant shall also solicit input from the local jurisdictions on the Measure M program through a virtual meeting or an online survey.

Task 2 Deliverables:

1. Program Managers Stakeholder Meeting Summary
2. Local Jurisdictions Stakeholder Meeting Summary
3. Preliminary Draft of Goals and Objectives Memo
4. Draft of Goals and Objectives Memo
5. Final draft of Goals and Objectives Memo

Task 3: Performance Report and Recommendations

Grant recipients report project information and expenditures to C/CAG on an annual basis. The Consultant shall organize project information from both the Local Streets and Roads and Countywide Transportation Programs, and develop a five-year performance report to assess project outputs for the most recent Measure M Strategic Implementation Plan for FY22-27.

C/CAG will provide available annual reports, recipient reporting, financial information, project lists, prior implementation plans, and other existing program records. The Consultant will review and synthesize these materials. The scope does not require project-level verification, or reconstruction of missing historical data.

Using results from the performance plan above and previous tasks, the Consultant shall develop a succinct list of recommendations to complete any gaps in reporting, data collection, or to strengthen the program and drive transparency and accountability.

Task 3 Deliverables:

1. Preliminary Draft 5-Year Performance Report and Recommendations
2. Draft 5-Year Performance Report and Recommendations
3. Final 5-Year Performance Report and Recommendations

Task 4: Update Methodology and Determine Funding Allocation Percentages

The Consultant shall review and update the existing methodology to determine the funding allocation percentages for the Countywide Transportation Programs – Operations/Senior Mobility, Intelligent Transportation System (ITS)/Smart Corridors, Safe Routes To School (SRTS), and Stormwater Pollution Prevention.

The methodology in the current implementation plan is a predominantly needs-based allocation model which considers a quantitative review of historic revenue to identify how valuable Measure M is within each program's overall funding situations, and applies a qualitative look at future risk and programmatic need.

Consistent with the previous recommendation, the Consultant shall expand the existing needs-based approach to include both needs-based and impact-based criteria. The impact-based portion of the funding model should reward programs that can demonstrate the most progress toward the goals and objectives in the current Measure M 5-Year Strategic Implementation Plan FY22-27. The Consultant shall apply the revised methodology to the Countywide Transportation Program to determine updated funding allocation percentages for consideration by C/CAG.

The updated methodology and the revised allocation percentages will need to be accepted by the Program Managers and the Committees. The Consultant shall present the updated methodology and revised allocation percentages for Countywide Transportation Programs at a facilitated meeting or workshop with Program Managers and at meetings with both Committees to reach agreement on both items. A two-week review period for jurisdictions to submit comments to the Consultant should also be included.

Task 4 Deliverables:

1. Facilitated Stakeholder Discussion with Program Managers Summary
2. Present to TAC and CMEQ Committees
3. Review and Resolution of Comments from Jurisdictions
4. Preliminary Draft of Methodology and Funding Allocation Percentages Memo
5. Draft Methodology and Funding Allocation Percentages
6. Final Methodology and Funding Allocation Percentages

Task 5: Measure M 5-year Implementation Plan for Fiscal Years 2028-32

The Consultant shall take the findings from previous tasks and develop a 5-year Implementation Plan for FY28-FY32 to guide the next cycle of the program. The plan should include updated Measure M goals and objectives, high-level timeline of milestones and significant changes in the program history, funding allocation methodology, recommended funding percentages, program-area priorities, performance measures, reporting requirements, program eligibility considerations, stakeholder engagement findings, performance report findings, recommendations, and a five-year implementation schedule.

Regarding the high-level timeline of Measure M milestones described above, this should be presented as a visually engaging graphic that highlights key milestones, including significant program changes, expenditures, implementation plan updates, and the remaining years and funding forecast for Measure M. The graphic should provide readers and stakeholders with a concise, easy-to-understand overview of the major milestones, developments, and updates associated with Measure M.

The draft Measure M 5-Year Implementation Plan for FY28-32 shall be presented at two committee meetings in May 2027 and a C/CAG Board meeting in June 2027.

Task 5 Deliverables:

1. Present to Two C/CAG Committees and the Board
2. Preliminary Draft Measure M 5-Year Implementation Plan for FY28-32
3. Draft Measure M 5-Year Implementation Plan for FY28-32
4. Final Measure M 5-Year Implementation Plan for FY28-32

Task 6 (Optional): Measure M Dashboard

Using data from the previous tasks, the Consultant shall design, develop, and populate a forward-facing dashboard hosted on C/CAG's website to provide accessible and transparent information on projects, funding, expenditures, accomplishments, and impact (where available). The

Consultant can leverage and build upon recommendations previously identified for a dashboard, and that memo is included as Appendix D.

The dashboard shall (at a minimum):

- Allow users to view and filter information by program and jurisdiction, project type, status, and other relevant measures as determined jointly with C/CAG staff;
- Be compatible with different browsers and mobile phones; and
- Meet Federal and State accessibility standards for online content.

The Consultant shall:

- Make a recommendation on which website platform or hosting environment to use;
- Share training materials and train C/CAG staff on how to update and maintain the dashboard; and
- Provide dashboard documentation.

Task 6 Deliverables:

1. Draft Measure M Dashboard
2. Final Measure M Dashboard
3. Training Materials and Dashboard Documentation

Task 7: As-needed Services

C/CAG may request services under this task at its discretion. The Consultant shall perform such services only upon written direction from the C/CAG Project Manager or an authorized designee. Before work begins, the Consultant shall submit a proposed scope, schedule, and cost estimate for C/CAG's review and written approval. Any approved work under this task shall remain subject to the contract's not-to-exceed amount.

Task 7 Deliverables:

1. TBD

Main Contact: First and last name
Firm Name: ABC
Firm Address: 123 Main St
Procurement Title: Measure M 5-Year Implementation Plan Update FY28-32

APPENDIX B
COST PROPOSAL TEMPLATE

REQUIRED TASKS 1 - 5	DIRECT LABOR						OVERHEAD COSTS	TOTAL COST
	Firm Name ABC	Firm/Sub Name ABC	Add extra columns as necessary	Add extra columns as necessary	TOTAL HOURS	SUBTOTAL DIRECT LABOR		
	Classification Principal	Assistant I	Title	Title				
	Key Personnel Karen Smith	Jane Doe	Name	Name				
	\$0.00	\$0.00	\$0.00	\$0.00				
Task 1 - Project Administration and Meetings	Hours							
1.1 Project kick-off meting	0	0	0	0	0	\$ -	\$ -	\$ -
1.2 Weekly project management meeting agendas and action items	0	0	0	0	0	\$ -	\$ -	\$ -
1.3 Monthly progress reports and invoices	0	0	0	0	0	\$ -	\$ -	\$ -
1.4 Work plan and schedule	0	0	0	0	0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -
Task 2 - Review and Update Goals and Objectives								
2.1 Program Managers Stakeholder Meeting Summary	0	0	0	0	0	\$ -	\$ -	\$ -
2.2 Local Jurisdictions Stakeholder Meeting Summary	0	0	0	0	0	\$ -	\$ -	\$ -
2.3 Preliminary Draft Goals and Objectives Memo	0	0	0	0	0	\$ -	\$ -	\$ -
2.4 Draft Goals and Objectives Memo	0	0	0	0	0	\$ -	\$ -	\$ -
2.5 Final Goals and Objectives Memo	0	0	0	0	0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -
Task 3 - Performance Report and Recommendations								
3.1 Preliminary Draft 5-Year Performance Report and Recommendations	0	0	0	0	0	\$ -	\$ -	\$ -
3.2 Draft 5-Year Performance Report and Recommendations	0	0	0	0	0	\$ -	\$ -	\$ -
3.3 Final 5-Year Performance Report and Recommendations	0	0	0	0	0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -
Task 4 - Update Evaluation Methodology and Determine Funding Allocation Percentages								
4.1 Facilitated stakeholder discussion with Program Managers Summary	0	0	0	0	0	\$ -	\$ -	\$ -
4.2 Present to TAC and CMEQ Committees								
4.3 Review and Resolution of Comments from Jurisdictions								
4.4 Prelimiary Draft of Methodology and Funding Allocation Percentages M	0	0	0	0	0	\$ -	\$ -	\$ -
4.5 Draft of Methodology and Funding Allocation Percentages Memo	0	0	0	0	0	\$ -	\$ -	\$ -
4.6 Final Methodology and Funding Allocation Percentages Memo	0	0	0	0	0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -
Task 5 - Measure M 5-Year Implementation Plan for FY28-32								
5.1 Present to Two C/CAG Committees and the Board	0	0	0	0	0	\$ -	\$ -	\$ -
5.2 Prelimiary Draft Measure M 5-Year Impleemntation Plan for FY28-32	0	0	0	0	0	\$ -	\$ -	\$ -
5.3 Draft Measure M 5-Year Impleemntation Plan for FY28-32	0	0	0	0	0	\$ -	\$ -	\$ -
5.4 Prelimiary Draft Measure M 5-Year Impleemntation Plan for FY28-32	0	0	0	0	0	\$ -	\$ -	\$ -
Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -
TOTAL PROJECT COST FOR REQUIRED TASKS 1 - 5	0	0	0	0	0	\$ -	\$ -	\$ -

Main Contact: First and last name
Firm Name: ABC
Firm Address: 123 Main St
Procurement Title: Measure M 5-Year Implementation Plan Update FY28-32

APPENDIX B
COST PROPOSAL TEMPLATE

Reminder: Task 6 is optional. C/CAG will fund either Tasks 1 – 5 only; or Tasks 1 – 5 and Task 6.

OPTIONAL TASK 6	DIRECT LABOR				TOTAL HOURS	SUBTOTAL DIRECT LABOR	OVERHEAD COSTS	TOTAL COST
	Firm Name ABC	Firm/Sub Name ABC	Add extra columns as necessary	Add extra columns as necessary				
	Classification Principal	Assistant I	Title	Title				
	Key Personnel Karen Smith	Jane Doe	Name	Name				
	\$0.00	\$0.00	\$0.00	\$0.00				
Optional Task 6 - Measure M Dashboard	Hours							
6.1 Draft Measure M Dashboard	0	0	0	0	0	\$ -	\$ -	\$ -
6.2 Final Measure M Dashboard	0	0	0	0	0	\$ -	\$ -	\$ -
6.3 Training Materials and Dashboard Documentation	0	0	0	0	0	\$ -	\$ -	\$ -
Optional Task 6 - Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -
Total Project Cost for Required Tasks 1 -5	0	0	0	0	0	\$ -	\$ -	\$ -
TOTAL PROJECT COST with Required Tasks 1-5 and Optional Task 6	0	0	0	0	0	\$ -	\$ -	\$ -

APPENDIX C – SAMPLE AGREEMENT TEMPLATE**Agreement No. [XX]****AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY AND [CONSULTANT NAME]**

This Agreement is entered into by and between the City/County Association of Governments of San Mateo County, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County (“C/CAG”) and [CONSULTANT NAME] (“Consultant”) (together the “Parties”) on [ENTER DATE].

RECITALS

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

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

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

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

The total amount available to Consultant under this Agreement is not to exceed \$[AMOUNT]; and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C/CAG shall make payment to Consultant based on the rates and in the manner specified in Exhibit B, Project Budget. C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or quality of the work performed is unacceptable. In no event shall C/CAG’s total fiscal obligation under this agreement exceed [COST, SPELLED OUT] (\$[COST, NUMBER]). Payments shall be made to Consultant monthly, upon submission of an invoice by Consultant that has been reviewed and approved by C/CAG and identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from [DATE] to [DATE].

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

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

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

5. **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
6. **Key Personnel.** The key personnel to be assigned to this work by the Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 14. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
7. **Contract Materials.** Upon expiration or termination of this Agreement, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purposes other than those specifically intended pursuant to this Agreement.
8. **Relationship of the Parties.** Consultant agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.
9. **Assignability and Subcontracting.** Consultant shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Consultant without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Hold Harmless/Indemnity.

- a. *General.* Consultant shall indemnify and hold harmless C/CAG and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and hold harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

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

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

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

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

11. Insurance.

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

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to

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

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

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

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

13. **Non-discrimination.**

- a. *General.* Consultant and any subconsultants performing services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information, or in any manner prohibited by federal, state or local laws.
- b. *Discrimination Against Individuals with Disabilities.* The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

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

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

- a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and

Consultant shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or the State of California.

- b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable federal, State, and local agencies and as required by C/CAG.
- c. Consultant agrees upon reasonable notice to provide to C/CAG or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Debarment and Suspension Certification

- a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.
17. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
18. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.

19. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
20. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: [NAME]
Email: [EMAIL]

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 _____

Michael Salazar

Date

C/CAG Chair

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

BUDGET

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

[INSERT FEE SCHEDULE AND DESCRIBE PAYMENT STRUCTURE]

Options:

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

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

Remit invoices to:

[INSERT]

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

APPENDIX D - MEASURE M DASHBOARD RECOMMENDATIONS MEMO

To City/County Association of Governments (C/CAG)
Date May 12, 2022
Subject Measure M – Investment Impact Data Dashboard

Introduction

In 2010, Measure M was approved by San Mateo County voters to support local transportation projects and programs aimed at maintaining safe and clean roads, reducing congestion, and improving air quality. The Measure M program was approved by voters until 2035, at which time it may be reconsidered through an additional ballot measure. Transparency and accountability focused reporting to the voting public are key elements of a successful program. Therefore, to ensure the Measure meets its full impact potential, C/CAG developed the *Modernizing Measure M* Strategic and Implementation Plan for fiscal years 2021/22 to 2025/26. In this plan, “Strategic Action 10 – Provide Transparent Reporting” describes the recommendation to present data on Measure M’s impacts to the public in an easily digestible online format, such as a Dashboard.

The Dashboard would be powered by data provided from funding recipients through their updated reporting processes (responding to Strategic Actions 9 and 11 from the *Modernizing Measure M* plan), which C/CAG staff would update annually or as needed.

This memo outlines considerations for C/CAG in developing a dashboard, including:

- Information to present
- Data collection and administration requirements
- Technology and back end structure

Forward-facing information

The dashboard will display information based on annual and biannual reports from Measure M funding recipients. Beginning in Fiscal Year 2021-2022, program recipients will be required to report regularly with consistent methodology, allowing C/CAG to display both overall program performance and year over year metrics.

Of note, prior to Fiscal Year 2021-2022, program reports were more fragmented, and clear comparison on between programs or on a year over year basis was not always possible. Because of this, it is recommended that the dashboard portray only data collected beginning in FY 21-22. If C/CAG wishes to display earlier data, they may consider developing a static one-pager or other graphic that can be presented in the same web location as the dashboard.

Local Streets and Roads

The Local Streets and Roads program provides funding to the 21 jurisdictions (20 municipalities and the County of San Mateo) in San Mateo County. Jurisdictions may request reimbursement for projects related to Congestion Management and Stormwater Pollution Prevention. They may report on their progress and request reimbursement up to two times per year.

It is recommended that the dashboard incorporate the following data points from the Local Streets and Roads program:

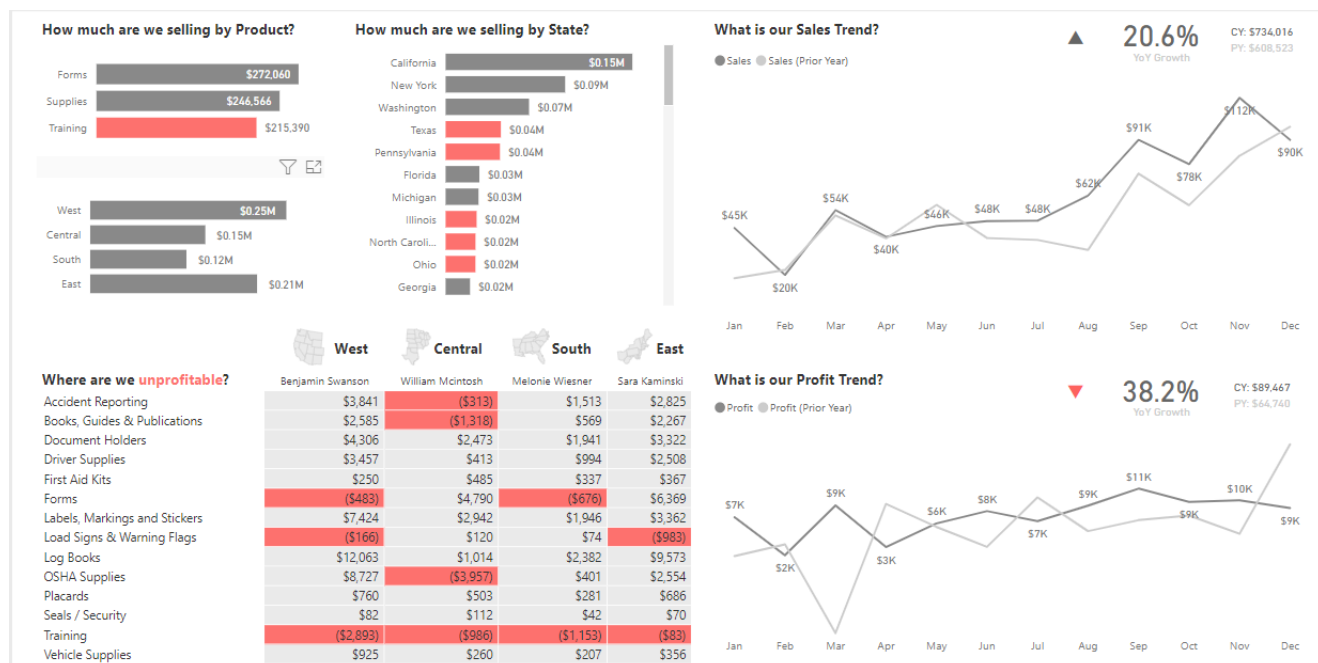
Program	Recommended Data Points
Local Streets and Roads	- Allocation and spend by jurisdiction - Collective impact toward each approved activity - Disaggregated impact toward each approved activity (by jurisdiction)

Within the approved list of 16 activities the majority of the activities historically reimbursed by Measure M fall within 4. It is recommended that C/CAG present these as the 'core' activities funded through the Local Streets and Roads program, and establish graphical representations of progress across these activities to present to the public in the dashboard:

- Road resurfacing/repaving
- Street sweeping
- Slurry seal application
- Catch basin cleaning

Some jurisdictions do choose to request reimbursement for the other activities allowed through the Local Streets and Roads program. Because of this, it is recommended that this information be presented in table form for viewers who express interest by selecting that view, but that it not be highlighted. Figure 1 below demonstrates a graphical representation, followed by more detailed information on individual projects listed in a table format.

Figure 1. Excerpt from Power BI Dashboard



Additionally, C/CAG may want to highlight individual projects or programs that fall into the less common Local Streets and Roads categories. This could be done by tying those projects to a point on the map and allowing more information to show up when a user clicks or scrolls over that point, or a highlight box could be created

that is updated with a new particularly interesting project every time the data is updated. Figure 2 below shows what the highlight would look like with a map-based hover functionality.

Figure 2. Highlights by map location



Countywide Programs

The Countywide Program data is more complex than the Local Streets and Roads outputs. The dashboard should consider a unique page or view for each program with an individually designed set of graphics based on the data collected for each program’s evaluation framework.

Each of the Countywide Programs reports annually on a list of metrics, with ten metrics qualifying for ‘impact based’ evaluation, including each program’s compliance with their reporting requirements. It is recommended that the dashboard present each program’s progress toward a few of those key metrics. They are listed by program in Table 1 below.

Table 1. Recommended Countywide Program Data for Dashboard

Program	Recommended Data Points
Senior Mobility	• Number of events attended • Number of marketing material developed • Annual revenue hours • Average passengers served per hour • Number of individual riders served • Number of new individuals registered
Stormwater	• Number of trash subcommittee meetings held • Number of litter workgroup meetings held • Number of New development/Green infrastructure subcommittee meetings held • Number of GI trainings held • Number of impervious acres managed on non-regulated projects
ITS/Smart Corridor	• Traffic signal controllers installed • CCTV cameras installed • Electronic signs installed • Number of jurisdictions with Smart Corridor coverage

	• Average time savings pre- and post-system deployment • Delay decreased on alternate routes during system deployment
Safe Routes to School	• Number of schools in program • Number of encouragement events held • Number of bike and walk audits held • Number of infrastructure projects undertaken • Percent active mode share of students who live within ¼ miles of school

Back-end structure

Data collection and processing

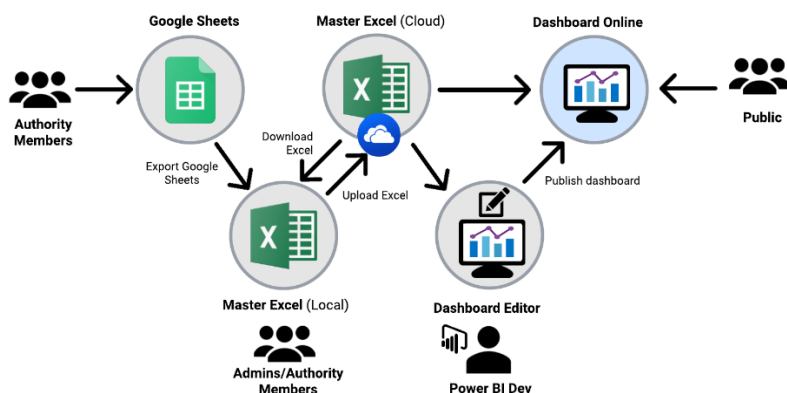
The Dashboard data will be collected via the Google Form-based reporting form required annually or bi-annually from funding recipients. There are five separate reporting forms (one for Local Streets and Roads, and one for each Countywide Program) and each collects information both on Measure M funds utilized by funding recipients, and progress toward their individual targets.

Data collected through the forms will be exported by C/CAG into a Google Sheet, and copied/pasted into their Master Excel document, set up and stored locally on C/CAG's servers. In order for the dashboard to read the data, the recommended data input process is to upload it annually on a cloud-based master spreadsheet which will "feed" the online Dashboard. This can be achieved by hosting the Excel in the cloud on a file storage service like OneDrive/S3 Bucket or a hosting/conversion service like [Caspio](#) or [Airtable](#).

From there, the data will be read by a program such as Power BI, or directly to a bespoke dashboard managed by C/CAG (both options are explored in more detail below).

Figure 3 below outlines this process.

Figure 3. Measure M Dashboard Data Process



Technical Set Up Considerations

As for the Dashboard, there are two types of options:

1. licensed data visualization software – particularly Power BI and Tableau,
2. a custom-built web dashboard.

Licensed visualization software

Power BI and **Tableau** are both popular data visualization software platforms and can integrate multiple data sources and transform into rich interactive visualizations. Compared with other custom dashboard solutions, Power BI and Tableau offer less development and data processing time and costs. Power BI is cheaper, and it is a Microsoft product which makes it easier to learn and has better Excel integration. However, Tableau has more advanced features.

- **Power BI** allows users to create and publish online content in the desktop version for free. If the data is to sit behind a fire wall an account is needed for each person who wants to see and use it, which is \$9.99 per user per month.
- **Tableau** requires a creator license which costs \$70 per month and it is recommended that an explorer is also added which costs an additional \$42 per month. Furthermore, if it is desired to add users with the ability to solely view and interact with the data, it will cost \$15 per month.

Custom development

Custom web dashboards provide greater flexibility but with higher development costs. There are several dashboard web templates, charting and visualization libraries available. As such, the design options are more ample compared to Power BI and Tableau. Additionally, custom web dashboards can be more tightly integrated to other software and data systems.

Overall, the data input system using Google Sheets, Excel and a cloud storage service is highly recommended, while the dashboard option between Power BI, Tableau and a Custom application are more flexible to the needs of the users.

Comparison

The options are detailed below in Table 2. Start-up costs for both Power BI and Tableau assume either more intensive staff time needs from C/CAG or continued work with web developers/designers to mock up and set up the initial dashboards for them. Annual costs for each option include membership and estimated hosting fees, should the dashboard need to be hosted outside of the C/CAG website.

Cost detailed below does *not* include:

- C/CAG staff time to upload data 1-2 times per year
- More extensive maintenance or updates C/CAG may want to make.

Table 2. Dashboard development option comparison

	Power BI	Tableau	Custom Dashboard
Start up cost	\$10,000	\$10,000	\$25,000
Annual cost	\$500	\$1,300-1,500	\$250
Data size limit	1 GB	15 GB	Larger limits as long as application/storage is optimized
User requirements	UI interfaces with Microsoft Office, making it user-friendly for individuals comfortable with those products	Requires more experience	Requires an outside party to develop full dashboard
Pros	• Good user interface and familiarity for Microsoft Office users • Provides user-friendly 'themes' that can be adapted/customized	• Extensive library of visualizations • Larger data limit	• Most customizable option
Cons	• 'Simplest' option with least customization available • Smaller data limit	• Reliance on outside parties for any major adjustments or updates • Less user-friendly interface	• Most expensive start-up costs • Full reliance on outside parties for any adjustments or updates

Recommendation

Based on the needs identified in the memo above, it is recommended that C/CAG consider developing their dashboard using **Power BI**. Power BI is the most user-friendly option, and will allow C/CAG to have the highest level of autonomy in the maintenance and upkeep of the dashboard. It is also the least expensive option.

While the other options may allow for more unique customization and higher data size limits, it is not anticipated that C/CAG would take advantage of or see value in these benefits for the purpose of this dashboard.