



# REQUEST FOR PROPOSALS

## Title: Midcoastside Transportation Demand Management Plan

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The County’s Planning and Building Department seeks consultant services to support the creation of a collaborative Midcoastside Transportation Demand Management (TDM) Plan (Plan) for the unincorporated Midcoast and City of Half Moon Bay. The project will engage the public and relevant agencies/organizations; examine best practices for similar land use and geographic contexts; and use analysis to understand demand and the current policy context. The resulting recommendations will identify policy solutions, including guidance about how to apply the San Mateo County City/County Association of Governments’ TDM Policy to the midcoast context, and parking management strategies; programs and marketing strategies; supportive transit/micromobility/first-last mile services; and institutional and evaluation strategies. The resulting Plan will be considered for approval by both the County of San Mateo and the City of Half Moon Bay. This project in part is funded through a San Mateo County Transportation Authority Alternative Congestion Relief/Transportation Demand Management Grant.

<b>Solicitation Number</b>	PLN22-1017
<b>Number of contracts expected to be awarded</b>	1
<b>Estimated Value or Range per contract</b>	Up to \$220,000
<b>Funding Sources</b>	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input checked="" type="checkbox"/> Other
<b>Expected Contract Duration</b>	22 months
<b>Authorized Contact Person</b>	Chanda Singh
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<b>RFP Released</b>	October 17, 2022
<b>Pre-proposal meeting date and time</b>	October 27, 2022 at 3:00 p.m. PST
<b>Pre-proposal meeting location</b>	Virtual Zoom Meeting <a href="https://smcgov.zoom.us/j/93010326687">https://smcgov.zoom.us/j/93010326687</a> Meeting ID: 930 1032 6687 Dial in: 1 669 444 9171
<b>Deadline for Questions, Comments and Exceptions</b>	October 28, 2022 at 1:00 p.m. PST
<b>Proposal Due Date and Time</b>	November 16, 2022 at 3:00 p.m. PST
<b>Interviews</b>	Week of December 5, 2022
<b>Submission to County Board for approval</b>	January 17, 2023
<b>Anticipated Contract Award Date</b>	February 2023

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## SECTION I - INTRODUCTION

The County of San Mateo (“County”) covers most of the San Francisco Peninsula. The region covers 744 mi<sup>2</sup> and is home to nearly 800,000 residents. The County is made up of the unincorporated areas and 20 incorporated cities. The County serves as the local government for the unincorporated areas. The unincorporated Midcoast includes the communities of Montara, Moss Beach, Princeton, Pillar Point Harbor, El Granada, and Miramar, as denoted by the County’s Local Coastal Program Mid-Coast Land Use Plan Area (<https://www.smcgov.org/planning/local-coastal-program>). The City of Half Moon Bay (“City”) is situated along the Pacific Coast, approximately 28 miles south of San Francisco and lies within the westernmost portion of San Mateo County. Half Moon Bay is directly south and adjacent to the unincorporated Midcoast. Approximately 11,900 people reside in Half Moon Bay and 12,200 live in the unincorporated Midcoast.

On April 7, 2022, the San Mateo County Transportation Authority (TA) issued a Call for Projects for the Measure A Alternative Congestion Relief and Measure W Transportation Demand Management program funds (<https://www.smcta.com/whats-happening/call-projects/2022-acr-tdm-program-cfp>). The County and City partnered to prepare separate grant applications for consideration in support of a singular project: to prepare a Midcoastside Transportation Demand Management Plan to cover both the City of Half Moon Bay and unincorporated Midcoast. See Appendix C - Project Area Map. Both the City of Half Moon Bay and County of San Mateo were recommended for funding by the TA Board of Directors on August 4, 2022.

Transportation Demand Management (TDM) encourages the use of sustainable transportation options and enhanced mobility, working toward ensuring that all modes of transportation are safe, reliable, and convenient while discouraging driving, managing congestion, and reducing Vehicle Miles Traveled (VMT). Vehicle Miles Traveled is the product of the number of trips a project is expected to generate and the average length of those trips.

The midcoastside region of San Mateo County has unique mobility challenges. With limited roadways, long travel distances, plentiful agricultural and open spaces, and heavy tourism traffic, it is no surprise that this part of the county sees higher use of automobiles than more urbanized areas: 86% of commute trips are made by driving alone (compared to 66.5% countywide). Coastal communities generate higher VMT compared to bayside communities (C/CAG SB 743 Implementation Decisions Whitepaper [https://ccag.ca.gov/wp-content/uploads/2021/11/1\\_20210929\\_CCAG\\_SB\\_743\\_Implementation\\_Decisions\\_Cln.pdf](https://ccag.ca.gov/wp-content/uploads/2021/11/1_20210929_CCAG_SB_743_Implementation_Decisions_Cln.pdf)). According to Commute.org’s Coastside Commuter Transportation Survey (<https://public.flourish.studio/story/1210829/>), the average one-way trip distance in miles for residents that live and work on the coastside is 9 miles and for residents that live on the coastside and work elsewhere is 23 miles.

Transportation options to and from the coastside are limited, with Highways 1 and 92 serving as the primary routes with no functional alternative routes, which must serve drivers, transit users, bicyclists, and pedestrians. The coastside has a lower density land use pattern and high rates of tourism, which means that tailored programs for specific user groups and many partnerships are required for successful implementation of TDM measures.

On July 26, 2022, the Board of Supervisors unanimously adopted a resolution to adopt Connect the Coastside: the San Mateo County Midcoast Comprehensive Transportation Management Plan as the comprehensive transportation management plan for the San Mateo County Midcoast (<https://www.smcgov.org/planning/connect-coastside>). Connect the Coastside identifies the need to further evaluate potential TDM strategies and policies, and the importance of partnering with the City of Half Moon Bay. Half Moon Bay’s Local Coastal Land Use Plan (LCLUP) was comprehensively updated in 2020 and certified by the California Coastal Commission in April 2021 (<https://www.half-moon-bay.ca.us/154/Local-Coastal-Program-Land-Use-Plan>). The LCLUP includes Policy 5-57, which explores and supports TDM programs that reduce the reliance of Half Moon Bay residents, and especially visitors, on the use of the private automobile.

San Mateo County and Half Moon Bay are committed to making it easier to travel to and on the midcoast by transit, active transportation, and shared modes. There are compelling reasons to do so. A more “balanced transportation diet” for midcoastside residents, employees, and visitors will support climate goals, enhance economic mobility, support physical and mental health, and make mobility more affordable for low-income families.

## **SECTION II - SCOPE OF WORK**

### **2.1 RESPONSIBLE PARTIES**

The County of San Mateo, led by the Planning and Building Department, in collaboration with the City of Half Moon Bay, will oversee the preparation, development, and delivery of the Plan with the assistance of a Consultant team.

The Consultant team should include a transportation planning firm with expertise and demonstrated success in developing transportation demand management plans. Consultants with experience developing transportation demand management plans for similar-sized regions with a tourist-based economy, cultural diversity, and geographical challenges similar to the midcoastside are preferred. Additionally, the consultant or associated subconsultant should also have demonstrated success with developing and implementing diverse community engagement campaigns. Experience working with agricultural and/or Latino communities is preferred, but not required.

The County and City will coordinate closely with the Consultant team to discuss work elements to carry out tasks as defined in the Scope of Work to ensure that the project is staying on schedule and within budget, and to identify any areas of concern that need further action.

### **2.2 PROJECT STAKEHOLDERS**

Project stakeholders include County and City Departments, external agencies, community-based organizations and groups, and decision-making bodies. These stakeholders will contribute through the provision of technical expertise, regulatory context, community engagement expertise and participation, and decision-making.

#### **A. County Stakeholders**

- Planning and Building Department
- Office of Community Affairs
- Department of Public Works
- Supervisor Office District 3
- Parks Department
- Harbor District
- Office of Sustainability

#### **B. City Stakeholders**

- Public Works Department
  - Engineering
  - Sustainability
- City Manager's Office
  - Economic Development
- Community Development Department

#### **C. External Agency Stakeholders**

- San Mateo County Transportation Authority
- California Highway Patrol
- California Coastal Commission

- Commute.org
- Cabrillo Unified School District
- Midpeninsula Regional Open Space District
- Peninsula Open Space Trust
- Coastside Land Trust
- California State Parks
- Golden Gate National Recreational Area
- City/County Association of Governments of San Mateo County (C/CAG)

D. Advisory and Decision-making Bodies

- Midcoast Community Council
- San Mateo County Bicycle and Pedestrian Advisory Committee
- Half Moon Bay Bicycle and Pedestrian Advisory Committee
- Half Moon Bay Parks and Recreation Commission
- Half Moon Bay Planning Commission
- Half Moon Bay City Council
- San Mateo County Planning Commission
- San Mateo County Board of Supervisors

E. Community Stakeholders

- Residents of Pillar Ridge Manufactured Housing Community
- Residents of Cañada Cove Manufactured Housing Community
- Residents of Moonridge Apartments
- Residents of Main Street Park
- Half Moon Bay Chamber of Commerce
- Senior Coastsiders
- Ayudando Latinos A Soñar
- Abundant Grace Coastside Worker
- Coast House/Life Moves

## 2.3 OVERALL PROJECT GOALS

Development of a Transportation Demand Management Plan for the unincorporated urban San Mateo County midcoast and City of Half Moon Bay.

- Result in actionable TDM strategies that are tailored to needs of the coastside and promote cohesiveness between existing and planned transportation improvements and regional and local growth patterns.
- Increase transportation equity with a specific focus on the midcoastside's vulnerable residents, workers, and visitors.
- Educate stakeholders on the value and importance of TDM to improving transportation conditions and meeting mobility needs.

## 2.4 PROJECT TASKS

The Scope of Work is part of the County's and City's grant award from the San Mateo County Transportation Authority Alternative Congestion Relief / Transportation Demand Management Cycle 1 Call for Projects. Proposing teams may suggest modifications, additional, or optional tasks; however, the intent of the project's tasks should remain the same and will be subject to approval by the County, City, and/or Transportation Authority.

### A. Task 1 Project Administration and Management

#### (1) 1.1 Project Initiation

The project is envisioned to take up to 18 months. The Consultant team will facilitate a project kick-off meeting and provide an agenda to review project goals, communication protocols, schedule, deliverables, and meeting dates. The Project Management Team (PMT) will consist of staff from the Consulting firm, Half-Moon Bay (City), and San Mateo County (County).

A Project Management Plan will be developed following the kick-off meeting to detail decisions made at the kick-off meeting.

Following the kick-off meeting, the Consultant will develop measurable TDM Strategic Plan goals and objectives, including setting performance targets for 5 and 10 years. The goals and objectives should conform to existing regional and local plans, and should provide a clear basis for evaluating potential recommendations. The goals and objectives will address congestion mitigation as well as reducing Vehicle Miles Traveled (and related greenhouse gas emissions), and may additionally address co-benefits including but not limited to health, economic factors, equity, and cost-efficiency. Goals should be informed by San Mateo County's Community Climate Action Plan, and Half Moon Bay Local Coastal Plan.

#### (2) 1.2 Ongoing Meetings and Project Management

The PMT will meet biweekly throughout the course of the project. These meetings will serve to review progress, confirm adherence to budget/scope/schedule, and provide agency staff with the opportunity to provide guidance and make decisions.

This task includes invoicing, client communications, and status reporting.

#### (3) 1.3 Reporting

The Consultant shall submit monthly reports and invoices to support required reporting by San Mateo County and Half Moon Bay to the San Mateo County Transportation Authority (SMCTA).

#### Deliverables:

- Draft and final project kick-off agenda
- Draft and final Project Management Plan
- TDM Strategic Plan Goals and Objectives
- Bi-weekly check-in meetings between Consultant/Agency Project Managers with agendas and meeting notes
- Monthly Consultant invoices and reports

### B. Task 2. Organizational Stakeholder Engagement

The project has three categories of organizational stakeholders:

- Briefing recipients: These are organizations who need to know about the TDM Plan and its recommendations, but will not play any direct advisory, approval, or implementation role. This includes but is not limited to Caltrans, Metropolitan Transportation Commission (MTC), neighboring cities (such as Pacifica) and the Coastal Commission.

- Interest-aligned groups: These groups represent significant stakeholder or geographic interests but may not be focused on transportation. It is important to gain their insight about the project goals, recommendations, and opportunities to partner for implementation. Up to three interest groups will be formed, which could include:
  - tourism interests (such as California State Parks, National Park Service, County Parks, Midpeninsula Regional Open Space District, Peninsula Open Space Trust, and Coastsides Land Trust);
  - economic interests (such as the Airport Land Use Commission, the Harbor District, Half Moon Bay Chamber of Commerce, and other members of the Coastsides Recovery Initiative), and
  - community transportation and equity interests (such as Midcoast Community Council, Bicycle and Pedestrian Advisory Committees, Senior Coastsiders, Ayudando Latinos A Sonar (ALAS), and MidPen Housing).
- Implementation partners: These are organizations with whom the County and City will need to collaborate in order to implement the Plan recommendations. This includes but is not limited to C/CAG, SMCTA/SamTrans, Commute.org, and the Cabrillo Unified School District.

(1) 2.1 Project Briefings

The Consultant will participate in a 1-hour virtual meeting, including delivering a briefing and accompanying status memorandum to briefing recipients at three points during the project (e.g. project initiation; goals and existing conditions; and recommendations). The primary goal will be to keep agencies adequately informed.

(2) 2.2 Interest-Based Engagement

The Consultant will convene up to three interest-based discussion groups twice during the project (e.g. during existing conditions research, and draft recommendations). As stated above, that may include a tourism interest group, an economic interest group, and a community transportation and equity interest group. These groups will not formally comment on deliverables, but the project team expects to consider their input and integrate their concerns into the final Plan.

(3) 2.3 Implementation Partner Engagement

The implementation partner organizations must be involved in the Plan development, so that the results are ones they agree with and are willing to support. Up to three workshop-style meetings will be scheduled with these organizations.

- Meeting 1: Project initiation, to gain input on challenges, opportunities, and goals
- Meeting 2: Existing conditions analysis, to gain insight into what is currently being done and what has been tried in the past (with particular emphasis on organizational/structural issues)
- Meeting 3: Draft recommendations

No formal approval will be sought from these groups, but they should be willing to submit a letter or comment of support when the Plan are considered for approval by the decision-making bodies.

Deliverables:

- Roster of organizational stakeholders, coded by type
- Agendas, meeting materials, and notes from up to 2 project briefings
- Agendas, meeting materials, and notes from up to 6 interest-based group meetings
- Agendas, meeting materials, and notes from up to 3 implementation partner workshops



C. Task 3. Public Engagement

(1) 3.1 Public Engagement Plan

The Consultant team will develop a Public Engagement Plan to reach people who live, work, and attend school in the study area. Equity areas and populations of concern will be identified, and outreach strategies designed to address them. For example, agricultural workers are likely under-represented in existing documentation (source: Coastside Commuter Transportation Survey) and unique outreach strategies may be needed to reach this group and identify needs.

The exact mix of engagement strategies will be developed with the Consultant team, but the goals will be to:

- Respect the fact that a great deal of engagement, public consultation, and surveying has been done through recent planning efforts, and demonstrate that learning
- Make people feel heard
- Gain insight into how people feel about potential changes
- Make sure people know what is going to happen during future phases of implementation

Elements of this task may include:

- Hosting pop-up input events near the selected activity centers and organizing stakeholder or community-based organization meetings to hear from people who may not normally participate in agency-led planning processes
- Hosting virtual events through Facebook Live or other platforms in collaboration with community partners to gather input
- Preparing materials to be posted on the agency's websites, social media, and developing a virtual web-map or similar platform to hear from people who may not be able to attend in-person events.

The Consultant will prepare a Public Engagement Plan that details the proposed outreach activities, locations, target audience, required materials, and resources needed.

(2) 3.2 Public Engagement Plan Implementation

The Consultant will execute the activities included in the Public Engagement Plan, and prepare a memorandum that summarizes outreach activities, reach, findings, and specify how they affect the Plan's development.

Deliverables:

- Draft and final Public Engagement Plan
- Events, meetings, materials, and web/online tools, as specified in the Public Engagement Plan
- Draft and final outreach summary and findings memorandum

D. Task 4 Existing Conditions/Baseline Report

(1) 4.1 Existing TDM policies and programs

The Consultant will review existing TDM programs and related policies in the City of Half Moon Bay, San Mateo County and peer agencies in the region to identify what types of measures have been implemented, and to understand the obstacles and opportunities to implementing TDM measures. This review should consider TDM programs/policies, relevant active transportation and transit services/programs, and school district programs/policies.

The following policy and planning documents will likely need to be reviewed, to be confirmed by County and City staff:

- Unincorporated SMC Active Transportation Program,
- C/CAG TDM Policy,

- SamTrans Coastside Transit Study,
- San Mateo County Coastside Access Study,
- Connect the Coastside,
- San Mateo County Community Climate Action Plan,
- Plan Princeton,
- San Mateo County Local Coastal Program,
- San Mateo County Transportation System Management Ordinance,
- Half Moon Bay Local Coastal Program & Land Use Plan,
- Half Moon Bay Bicycle and Pedestrian Master Plan & Implementation Program,
- Draft Half Moon Bay Climate Action and Adaptation Plan, and
- Commute.org 2022 Coastside Commuter Transportation Survey.

Key activities include:

- Identify relevant supporting or conflicting policies in plans
- Identify existing TDM policies and programs, and evaluate their success and limitations. In particular, evaluate how well Commute.org’s employer TDM services serve the study area, and identify deficiencies and gaps.
- Review current TDM programs’ and policies’ relationship with transportation programs, policies, and zoning.
- Identify possible sub-areas or focus zones that could use targeted strategies such as downtowns or mixed-use areas.
- Review discontinued programs (such as Coastside Beach shuttle) and document lessons learned

Findings will be included in the Existing Travel Conditions Report (Task 4.2).

(2) 4.2 Existing Travel Conditions Report

The Consultant will engage in a map-based analysis to understand origins and destinations. This could include but is not limited to transit and active transportation travel facilities/services, as well as land use, zoning, and trip generators (including future multifamily housing sites) and destinations. A demand map will also be produced.

The Consultant will identify barriers, constraints, and opportunities, both geospatial (e.g. lack of transit service to certain areas) and structural (e.g. lack of policies in critical areas; no organization currently responsible for key function; lack of coordination between agencies and organizations). For existing plan goals, the Consultant should identify how those goals affect the Plan development.

Deliverables:

- Existing Travel Conditions Report with maps

E. Task 5 Strategy Development

(1) 5.1 State of the Practice Research

The Consultant will produce a memorandum that summarizes effective TDM approaches in low density and/or rural areas, particularly those with high influx of visitors and seasonal events. Areas with similar geography and land use patterns should be considered.

Research should highlight parking strategies, such as “park once” and visitor parking management strategies; partnerships with regional transportation agencies and community partners; working with coastal access and conservation organizations; and worker mobility issues.

(2) 5.2 TDM Strategy Recommendations

Based on analysis and input received to date, the Consultant will draft a TDM Strategies Report that recommends potential context-sensitive and equitable TDM actions. Each recommendation will specify the lead agency (and any relevant supporting agencies or organizations), with particular attention to differentiating between City and County jurisdiction. Recommendations will include planning-level costs or cost ranges. The recommendations will cover the following areas:

(a) Policies

Guidance for agency staff about how to adapt/apply/use the C/CAG TDM requirements checklist for the Coastside land use context, for both unincorporated County and Half Moon Bay. At present, the requirements are not tailored to the midcoast context and appropriate application can be difficult to identify for project applicants. The Consultant will not be responsible for identifying TDM requirements for new development as part of this project, beyond this specific task of interpreting the existing C/CAG TDM requirements for the midcoast context.

Parking management policies that may be appropriate for the County, City, and/or partners (such as State Parks) to implement. Political feasibility should be considered. The Coastside Access Study findings should be considered to inform these recommendations.

Identifying recommended amendments to the County TSM ordinance, General Plans (City and County), and Local Coastal Program, and identifying where they must or could be changed to achieve better TDM outcomes.

(b) Programs/Marketing

Program recommendations will focus only on those not currently performed by Commute.org, that the City and/or County could reasonably lead, or for which a likely partner organization exists, including consideration of subsidies.

A Transportation Management Association (TMA) feasibility study is not envisioned for this project, but the program recommendations should consider identified gaps or deficiencies in the existing Commute.org services provided to the Midcoast and consider options to work through existing local organizations to provide additional services.

Marketing recommendations will aim to increase public and employer awareness of existing and new options.

This section will include information on local, regional, and state funding sources which may be available to support programs and marketing.

(c) Services

These recommendations will cover SamTrans service, as well as potential shuttles, first-last mile on-demand service, and ridehailing/fare subsidies. Recommendations must be appropriate for the study area land use context, consider past efforts, and identify possible funding sources. The recommendations should consider the results of the currently in-progress C/CAG Micromobility study, SamTrans 2018 Coastside Transit Study, and SamTrans' proposed coastside micromobility service.

In collaboration with SamTrans, the Plan will identify a potential mobility hub location and high-level concept in the study area (considering the Coastside Access Study and Coastside Transit Study findings).

Opportunities for shared parking should be identified.

(d) Agency Coordination and Participation

The Consultant will make recommendations about how each agency can better support the Plan's identified TDM goals and outcomes. This could include recommendations on potential agency staffing needs/roles, committees/working groups, and City/County policies and procedures.

This may include recommendations on new or enhanced ways to coordinate TDM work that serves the study area (such as quarterly agency coordination calls). It may also include training recommendations.

(e) Evaluation and Data Collection

The Consultant will make recommendations about data to be collected by the County and the City, and how and to whom it will be analyzed and reported. This should consider the current in-progress Commute.org developer TDM database effort.

The Consultant will create a draft TDM Strategy Recommendations Memo based on their understanding of needs, opportunities, and assets. The memo will include a discussion of priorities and phasing to implement the TDM plan. Up to two rounds of revision, based on comments from the County and the City, as well as input key stakeholders and the general public, are envisioned.

Deliverables:

- State of the Practice Memo (draft and final)
- TDM Strategies Report (draft, revised draft, and final)

F. Task 6 Plan Assembly and Approval

(1) 6.1 Administrative Draft and Draft TDM Plan

The Consultant will prepare an Administrative Draft Plan by compiling previously developed technical memorandums into a cohesive Plan. The Administrative Draft Plan will be reviewed by County and City staff. City and County staff will take responsibility for processing all input and providing the Consultants with a single non-contradictory set of edits on the Administrative Draft Plan. The Consultant will then prepare a Final Draft Plan suitable for presentation to the public, including elected officials.

(2) 6.2 Approval Support

The Consultant will support San Mateo County and Half Moon Bay staff by presenting at up to six committee/commission and/or elected body meetings (e.g. Midcoast Community Council, Planning Commission, Half Moon Bay City Council, Board of Supervisors). It is anticipated that meetings will be hybrid (in-person and virtual). Consultants should incorporate direct travel expenses for up to two meetings.

The Consultant team will not attend, but will provide up to four hours of documentation/analysis support for City and County staff for each of up to four additional meetings.

(3) 6.3 Final Plan

The Consultant will create a final approval-ready version of the Plan, revised based on input received from agency and elected/appointed leaders. City and County staff will take responsibility for processing all input and providing the Consultants with a single non-contradictory set of edits.

Deliverables:

- Administrative Draft TDM Plan
- Draft TDM Plan
- Presentation materials and attendance at up to six commission/elected body meetings
- Up to four hours of documentation/analysis support for additional meetings
- Final TDM Plan

## **2.5 PROJECT SCHEDULE**

The proposal should include a detailed schedule with key tasks and subtasks and key meeting dates. The proposed project is anticipated to begin in February 2023 and is intended to be complete no later than December 31, 2024.

## **2.6 FUNDING**

The total fee proposal shall not exceed \$220,000.

## **SECTION III - QUALIFICATIONS AND EXPERIENCE**

### **3.1 MINIMUM QUALIFICATIONS**

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission:

- The proposer has been actively and normally engaged for the past five years immediately preceding the issuance of this RFP in providing the type of transportation demand management planning and stakeholder engagement as described in the Scope of Work, including work for public agencies similar to the Scope of Work, one (1) of which must have been in the State of California.
- The proposer has completed at least three (3) jurisdiction-wide Transportation Demand Management Plans for public agencies.
- The proposer's Project Manager shall have a minimum of four (4) years of experience relevant to the services defined in the Scope of Work.
- The proposer is registered and in good standing with [sam.gov/SAM/](http://sam.gov/SAM/).
- The proposer is legally authorized to do business in the State of California.

### **3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE**

Provide all of the following regarding the prime proposer and if applicable, all joint proposers.

#### **A. Organizational Capacity:**

- (1) Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals, and identification of Project Manager. Include the resumes of key staff.
- (2) All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) If portions of work will be performed by subcontractors, names of proposed subcontractors other than suppliers and descriptions of their respective responsibilities.

#### **B. Experience**

- (1) The number of years providing services similar to those contemplated
- (2) The number of years providing services to government entities

### **3.3 REFERENCES**

Provide at least three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

## **SECTION IV - DEFINITIONS**

**Business Day:** Monday through Friday except for holidays as observed per the California Government Code.

**Confidential Information:** Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

**Contract Materials:** finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

**Contract:** The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

**Contractor:** The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

**County Data:** All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

**County Systems:** The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

**County:** San Mateo County

**Deliverables:** Goods or services required to be provided to San Mateo County under the Contract.

**DUNS (Data Universal Numbering System):** a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

**Force Majeure:** An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

**Hosting:** Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

**Key Employee:** Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

**Maintenance Updates:** Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

**Major Change:** A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or requirement of any product or service that affects the obligations of the parties or reflects a substantial

alteration in circumstances surrounding the agreement, or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.



## **SECTION V - INSTRUCTIONS FOR PROPOSERS**

### **5.1 PRE-SUBMITTAL ACTIVITIES**

#### **A. Registration**

- (1) Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:

<https://www.publicpurchase.com/gems/register/vendor/register>

- (2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:

[http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info\\_register.html](http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html)

#### **B. Pre-proposal conference**

Proposers are encouraged to attend a pre-proposal conference to be held virtually on October 27, 2022 at 3:00 p.m. PST at <https://smcgov.zoom.us/j/93010326687> with Meeting ID: 930 1032 6687, Dial in: 1 669 444 9171. Answers to questions raised prior to and at the conference, and any available new information, will be posted on Public Purchase after the conference.

#### **C. Questions, Comments, Exceptions**

Submit questions, comments, and exceptions, including notifications of apparent errors, to the Public Purchase site by the Deadline for Questions, Comments and Exceptions, October 28, 2022 at 1:00 p.m. PST. Questions and comments received after the deadline may not be acknowledged.

- (1) Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.

- (2) Request for Substitution of Specified Equipment, Material, or Process

- (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
- (b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

#### **D. Revisions to the Solicitation**

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

#### **E. Contact with County Employees**

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with

any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

## **5.2 PROPOSAL CONTENT REQUIREMENTS**

### **A. Proposal Format**

Number all pages of the proposal. Pages should have margins of at least 1" on all sides, excluding headers and footers. Submit electronic copy in Adobe PDF format.

Label and order each section as follows:

- (1) Cover letter - Introduction and executive summary of the proposal. Letter must contain name, title, and contact information (email, phone and address) for representative of proposing firm who is responsible for communication related to this RFP and signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
- (2) Authorized contacts - identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents, listing all major topics and their respective page numbers.
- (4) Exceptions to the solicitation, or to the final revised solicitation, if any.
- (5) Minimum Qualifications, per Section 3.1, using County form provided in APPENDIX A - Minimum Qualifications Checklist.
- (6) Technical Proposal
- (7) Supplementary Documents
- (8) Fee Proposal (see D. below)

### **B. Technical Proposal Contents**

- (1) Explain responses and approach to performing tasks identified in SECTION II - SCOPE OF WORK so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
- (2) Address each requirement outlined in this solicitation in the order presented, describe how the requested services will be provided.
- (3) Include a project schedule with milestones, deliverables, and dates, within the required time frame.
- (4) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (5) Explain how work and knowledge will be transitioned to the County and City at the end of the contract period.

### **C. Supplementary Documents**

Provide in the following order, including for subcontractors as applicable:

- (1) Organizational Capacity and Experience, describing work of a similar nature undertaken for similar entities, per Section 3.2.
- (2) Team qualifications and project management plan, identifying project team and reporting structure, key staff and roles, and written assurance that key individuals identified will be performing work while employed or under contract by the Consultant and will not be substituted with other personnel or reassigned without the County's prior approval.

- (3) Brief description of the experience and qualifications of the key staff, including concise and relevant resumes.
- (4) References, per Section 3.3.
- (5) Samples, drawings, illustrations and related items, as needed.
- (6) Attachments, certifications, and forms, executed as applicable.

D. Fee Proposal

- (1) Place all cost and pricing data in a separate electronic file clearly titled "FEE PROPOSAL", with naming convention as specified below in Section 5.3.
- (2) An electronic template has been provided for the Fee Proposal (APPENDIX B - Fee Proposal): use it without modification, other than allowable modifications specified within the template. Failure to use the template provided may result in rejection of the entire proposal. The template includes:
  - Project cost by task.
  - Hourly rates for all key staff.
  - Itemized direct costs.
- (3) The approved direct labor rates, as of the effective date of this Proposal will be specified in the contract, and shall remain in effect for the term of the contract. All fee components must be included in the Fee proposal, including any travel expenses and meals in compliance with U.S. General Services Administration allowable rates.
- (4) Alternative Fee Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (5) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.

### 5.3 PROPOSAL SUBMISSION

A. Submit proposals as directed below.

(1) Electronic Submissions

Include the proposer name and the RFP title and number in each filename.

Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission time will be the official submission time. Contact Public Purchase with technical questions regarding the site.

NOTE: The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase using the chat portal via link below or email Vendor Support at [support@thepublicgroup.com](mailto:support@thepublicgroup.com), at [http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info\\_register.html](http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html)

The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

(2) Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

- (3) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

B. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities but such waiver will not modify any remaining RFP requirements.

#### 5.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

#### 5.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether or not a new solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

#### 5.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

#### 5.7 ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services actually requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

#### 5.8 PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms, or may invite one or more proposers for oral

presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms. See SECTION VI - EVALUATION CRITERIA.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and the finding may be contested pursuant to the procedures in Section 5.10.

**5.9 CONTRACT AWARD**

A. Notice of Intent to Award

Once a decision has been made to award a contract to one or more proposers, the County will post a Notice of Intent to Award, notifying the remaining proposers of their non-selection. The posting may be inclusion of the recommendation to award as an agenda item on the Board of Supervisors schedule.

B. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

C. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

**5.10 PROTESTS**

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
- (3) Submit protests to the County Procurement Manager by e-mail to [protests@smcgov.org](mailto:protests@smcgov.org) or via hard copy to: County Procurement Manager, 455 County Center, 4th Fl, Redwood City, CA 94063

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.

- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
  - (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
  - (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

## 5.11 PUBLIC RECORDS

A. General

- (1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- (2) Any contract arising from this RFP will be a public record.
- (3) Submission of any materials in response to this RFP constitutes:
  - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
  - (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
  - (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
  - (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

- (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges.

- (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information.
- (4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested.
- (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

## **SECTION VI - EVALUATION CRITERIA**

### **6.1 MINIMUM QUALIFICATIONS**

Per Section 3.1, any proposal that does not demonstrate that the proposer meets minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

### **6.2 PROPOSAL EVALUATION CRITERIA (100 POINTS)**

The proposals will be evaluated by a selection committee comprised of subject matter experts. The County intends to evaluate the proposals generally in accordance with the criteria itemized below. The top (three) 3 firms with the highest scoring proposals may be interviewed by the committee to make the final selection.

Proposals will be evaluated in accordance with the following evaluation criteria:

- **40 points - Method and approach**
  - Demonstrates clear understanding of the scope of services to be provided
  - Appropriateness of the proposed project approach and understanding of anticipated technical and stakeholder engagement needs
  - Reasonableness of proposed staffing level and allocation plan
  - Methodology for ensuring quality control in deliverables and approach for keeping the project on schedule and within budget
  - Approach to working with diverse communities
- **35 points - Experience and organizational capacity**
  - Expertise and capacity of firm and subconsultants (as applicable) in the fields necessary to complete the tasks
  - Prior experience working in coastal or similarly situated communities
  - Qualifications and experience of key personnel in the subject area and description of tasks to be performed by each staff person
  - Experience and quality of completed projects for other public agencies, similar to the Scope of Work
  - Experience working in tourism-based and coastal areas
  - Organizational resources and staff's apparent ability to meet timelines
- **25 points - Fee Proposal**
  - The lowest cost proposal will receive the maximum number of points assigned. All other proposals will be assigned points by dividing the amount of the lowest total fee proposed by the amount of their respective total fee proposed and then multiplying the resulting number of the maximum number of points available to receive the proposer's score.

### **6.3 ORAL INTERVIEW EVALUATION CRITERIA (60 POINTS)**

Following the evaluation of the written proposals, the three (3) proposers receiving the highest scores will be invited to an oral interview. The interview will consist of standard questions asked of each of the selected proposers.

- **45 points - Oral Interview**
  - Experience: Relevance of the project manager and team experience as demonstrated by types and complexity of previous work presented. Evidence of the expertise the team brings to the project with respect to the transportation demand management planning, including in rural/coastal/tourist communities.



- Approach to Implementation: Understanding of the key implementation issues that affect the project. Quality of the insight or conceptualization of the issues relevant to the project.
  - Communication: Quality of the written and graphic communication used to represent the skills of the team. Ability and techniques used to effectively communicate technical issues and concepts to the general public. Clarity and quality of written, graphic and other outreach materials and methods to effectively convey information and receive input. Clarity in the organization and exposition of the document and the presentation.
  - Breadth: Degree to which the technical expertise is complete for the anticipated scope of work. Evidence that the team is structured and well prepared for a comprehensive approach.
  - Management: Evidence that previous work was well managed, within budget, and on-time. Documentation of relevant problems and how they were resolved. Assurance that the staffing team shown in the written proposal will be the staff assigned to the tasks associated with this project.
- 
- **15 points – Fee Proposal**
    - The lowest cost proposal will receive the maximum number of points assigned. All other proposals will be assigned points by dividing the amount of the lowest total fee proposed by the amount of their respective total fee proposed and then multiplying the resulting number of the maximum number of points available to receive the proposer's score.

## **SECTION VII - INSURANCE**

Successful proposers will be required to provide evidence of insurance for each of the checked categories

<input checked="" type="checkbox"/>	<b>General Liability</b> (Including operations, products and completed operations, as applicable.)	<b>\$1,000,000</b> - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	<b>Automobile Liability</b>	<b>\$1,000,000</b> - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	<b>Workers' Compensation</b>	<b>As required by the State of California</b>
<input checked="" type="checkbox"/>	<b>Employers' Liability</b>	<b>\$1,000,000</b> - each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
<input checked="" type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)	<b>\$1,000,000</b> - per occurrence.

## APPENDIX A - MINIMUM QUALIFICATIONS CHECKLIST

Complete this form and attach it to your firm's Proposal

I, **Insert Name**, am a **Insert Title** at **Insert Firm** and am authorized to execute this Certification on its behalf.

### Minimum Qualifications

Proposals will be accepted only from firms that meet the following required qualifications:

Please check box if your firm meets these qualifications:

- The proposer has been actively and normally engaged for the past five years immediately preceding the issuance of this RFP in providing the type of transportation demand management planning and stakeholder engagement as described in the Scope of Work, including work for public agencies similar to the Scope of Work, one (1) of which must have been in the State of California.
- The proposer has completed at least three (3) jurisdiction-wide Transportation Demand Management Plans for public agencies.
- The proposer's Project Manager shall have a minimum of four (4) years of experience relevant to the services defined in the Scope of Work.

### Required Registration

Please check box to indicate your firm is registered with the System for Award Management (SAM).

Proposer is required to be in good standing with <https://sam.gov/SAM/>

Registered as **Business Name**

DUNS No. **Business Number**

I certify that the foregoing information is true and correct as of the date of this Certificate.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***APPENDIX B - FEE PROPOSAL***

Example below. Please use excel file provided.

Sheet 1:

Fee Proposal

Tasks	Prime consultant					Subconsultant(s) <sup>1</sup>					Sub Total Hrs	Direct Expenses	Sub Total \$	Consultant Team Total Hours	Consultant Team Direct Expenses	TOTAL \$
	Personnel Position	Title	Title	Title	Title	Title	Title	Title	Title	Title						
	Billing Rate (\$/hour)	\$ 100														
Hours	Hours	Hours	Hours	Hours	Prime Total Hrs	Direct Expenses	Prime Total \$	Hours	Hours	Hours	Hours	Hours				
<b>Task 1: Project Administration and Management</b>																
1.1 Project Initiation						0		\$ -					0		\$ -	\$ -
1.2 Ongoing Meetings and Project Management						0		\$ -					0		\$ -	\$ -
1.3 Agency Reporting						0		\$ -					0		\$ -	\$ -
<b>Task 2: Organizational Stakeholder Engagement</b>																
2.1 Project Briefings						0		\$ -					0		\$ -	\$ -
2.2 Interest-Based Engagement						0		\$ -					0		\$ -	\$ -
2.3 Implementation Partner Engagement						0		\$ -					0		\$ -	\$ -
<b>Task 3: Public Engagement</b>																
3.1 Public Engagement Plan						0		\$ -					0		\$ -	\$ -
3.2 Public Engagement Implementation						0		\$ -					0		\$ -	\$ -
<b>Task 4: Existing Conditions/Baseline Report</b>																
4.1 Existing TDM policies and programs						0		\$ -					0		\$ -	\$ -
4.2 Existing Travel Conditions Report						0		\$ -					0		\$ -	\$ -
<b>Task 5: Strategy Development</b>																
5.1 State of the Practice Research						0		\$ -					0		\$ -	\$ -
5.2 TDM Strategy Recommendations						0		\$ -					0		\$ -	\$ -
<b>Task 6: Plan Assembly and Approval</b>																
6.1 Plan Assembly						0		\$ -					0		\$ -	\$ -
6.2 Approval Support						0		\$ -					0		\$ -	\$ -
6.3 Final Plan						0		\$ -					0		\$ -	\$ -
<b>TOTAL HOURS</b>	0	0	0	0	0	0		\$ -	0	0	0	0	0		\$ -	\$ -
<b>TOTAL COST</b>	\$ -	\$ -	\$ -	\$ -	\$ -	n/a		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	\$ -	\$ -

Footnotes  
 1) Please add columns and rows to provide more space to add personnel and subconsultants and/or tasks as needed.  
 2) Cells in red font indicate formulas. If table is modified, ensure totals are accurate.

**Fee Proposal - continued**

<b>Prime Consultant Non-Labor Itemized Direct Cost Items</b>	<b>Task #</b>	<b>Cost</b>
<i>Materials and Supplies</i>		
<i>Travel Expenses</i>		
<i>Other Direct Costs</i>		
<b>TOTAL COST</b>		

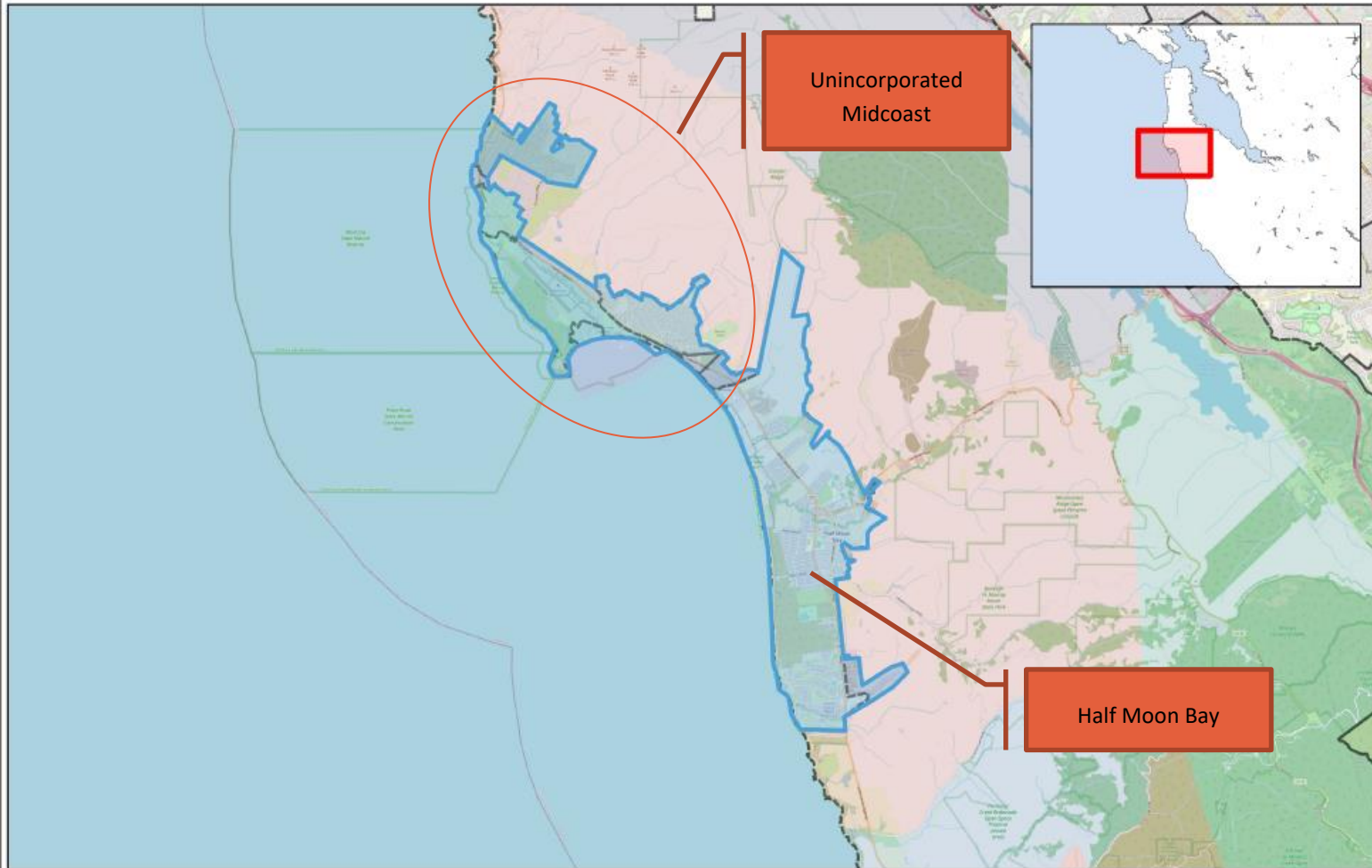
<b>Subconsultant(s) Non-Labor Itemized Direct Cost Items<sup>1</sup></b>	<b>Task #</b>	<b>Cost</b>
<i>Materials and Supplies</i>		
<i>Travel Expenses</i>		
<i>Other Direct Costs</i>		
<b>TOTAL COST</b>		

1) Provide non-labor direct costs for each subconsultant

<b>Total Consultant Team Non-Labor Itemized Direct Cost Items</b>	<b>Task #</b>	<b>Cost</b>
<i>Materials and Supplies</i>		
<i>Travel Expenses</i>		
<i>Other Direct Costs</i>		
<b>TOTAL COST</b>		

**APPENDIX C - PROJECT AREA MAP**

Map generated using San Mateo County Planning and Building GIS Viewer. For more detail, please visit:  
<https://www.smcgov.org/planning/maps>



4.56 0 2.28 4.56 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

1: 144,448 

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**



***APPENDIX D - STANDARD TERMS AND CONDITIONS***

These are attached for information only. Do not complete this form. The final agreement between the County and any successful proposer will be based on this template.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here].

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year].

## **5. Termination**

This Agreement may be terminated by Contractor or by the Community Development Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall 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 Contractor fails to cure the breach within this period, County 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 County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County, City of Half Moon Bay, and San Mateo County Transportation Authority and their officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor 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 Contractor 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 Contractor'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 County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County 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 Contractor 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 Indemnification**

Contractor 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.

Contractor 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. Contractor shall defend, indemnify, and hold harmless County 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. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County'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 County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County

without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor'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 County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County 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, Contractor will have no obligation or liability to County 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 County (other than modification performed by, or at the direction of, Contractor) 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 County in a manner prohibited by this Agreement.

The duty of Contractor 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.

#### **9. Assignability and Subcontracting**

Contractor 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 Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### **10. Insurance**

##### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

##### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor 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**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/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 which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County, City of Half Moon Bay, and San Mateo County Transportation Authority and their officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County, City of Half Moon Bay, and San Mateo County Transportation Authority and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County, City of Half Moon Bay, and San Mateo County Transportation Authority or their officers, agents, employees, and servants have other insurance against the 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, County, at its 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.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, 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 Business Associate requirements set forth in Attachment H (if attached), 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 or County 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. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality

assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, 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. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds 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 (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. 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.

### **f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s)

of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County,



with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

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

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, 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.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this 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 and/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 document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the

State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. 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 facsimile to the telephone number listed below or 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 County, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]  
Address: [insert]  
Telephone: [insert]  
Facsimile: [insert]  
Email: [insert]

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor'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.

## 20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County).

Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

\* \* \*

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

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A**

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

**Exhibit B**

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