



REQUEST FOR PROPOSALS

Protected Tree Ordinance Update

The County of San Mateo is seeking proposals from qualified consultants to perform professional consulting and planning services to complete the update to and consolidation of the Significant and Heritage Tree Ordinances through the adoption of the Protected Tree Ordinance.

Solicitation Number	PLN22-0701
Number of contracts expected to be awarded	1
Estimated Value or Range per contract	Up to \$400,000
Funding Sources	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other
Expected Contract Duration	12 months
Authorized Contact Person	Ellie Dallman
Authorized Contact Person E-mail	Edallman@smcgov.org
E-mail Address for Protests	protests@smcgov.org
RFP Released	July 1, 2022
Pre-proposal meeting date and time	July 11, 2022 at 2:30 PM PST
Pre-proposal meeting location	Click here to register for this virtual zoom webinar: https://smcgov.zoom.us/webinar/register/WN_4pma0zgwTcOBvJWL2rrmnw
Deadline for Questions, Comments and Exceptions	July 12, 2022 - 1:00 PM PST
Proposal Due Date and Time	July 29, 2022 - 3:00 PM PST
Interviews	Week of August 15, 2022
Submission to County Board for approval	September 27, 2022
Anticipated Contract Award Date	September 27, 2022

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A. STANDARD CONTRACT TEMPLATE

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SECTION I - *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 II - *INSTRUCTIONS FOR PROPOSERS*

2.1 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

B. 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. 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.

C. 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.

D. 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.

E. Pre-proposal conference and site visits

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will be posted on Public Purchase.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Label and order each section as follows:

- (1) Cover letter - no longer than one page, 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) Technical Proposal
- (6) Supplementary Documents, as requested
- (7) Price Proposal

B. Technical Proposal Contents

- (1) Explain responses 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) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
- (3) If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.
- (4) Specify any needs for physical space or equipment that the County must provide during the engagement.
- (5) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- (1) Minimum Qualifications, using County forms if provided.
- (2) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (3) Financial Documents.
- (4) Samples, drawings, illustrations and related items.
- (5) Attachments, certifications, and forms, executed as applicable.

D. Price Proposal

- (1) Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
- (2) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.

- (3) Alternative Price 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.
- (4) Include prices for the base period of service and if applicable, for each additional year including option years.
- (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.

2.3 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. 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

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 allow the finding to be contested.

2.9 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.

2.10 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 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 5:00 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 5:00 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.

2.11 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 III - **QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA**

3.1 **MINIMUM QUALIFICATIONS**

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

- Proposer must have worked on at least one ordinance/regulation protecting trees and/or other natural resources within California in the last 5 years.
- Project Manager shall have a minimum of four (4) years of planning experience between 2014 and the present and be situated in an office in California.
- Sub-contractor/s shall have a minimum of two (2) years of experience within the last four (4) years performing work related to their assigned task.
- Proposer is registered and in good standing with sam.gov/SAM/.

In order for a firm to pass the minimum qualifications and to be considered for contract award the firm shall be in good standing with Federal Government agencies and the State of California. Firms that have been debarred, suspended, proposed for debarment, declared ineligible by Federal or State agencies will not qualify for contract award.

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. If requested, include the resume of a dedicated, full-time project manager.
- (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 two references from successfully completed projects of a 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.

3.4 **EVALUATION CRITERIA**

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

- 45% - Method and approach
 - Apparent understanding of the scope of services to be provided
 - Appropriateness of the proposed solution/services
- 30% - Experience and organizational capacity
 - Qualifications and experience of both the proposer and key personnel

- Experience with other public agencies
- Organizational resources and staff, apparent ability to meet any required timelines or other requirements
- 25% - Price

SECTION IV - ***STANDARD TERMS AND CONDITIONS***

The standard terms and conditions are attached for your review in Appendix A and are for information only. Do not complete this form. The final agreement between the County and any successful proposer will be based on this template.

SECTION V - *SCOPE OF WORK AND SPECIAL PROVISIONS*

5.1 SUMMARY

The County of San Mateo Planning and Building Department seeks proposals from qualified consultants to perform professional consulting and planning services to complete the update to and consolidation of the Significant and Heritage Tree Ordinances through the adoption of the Protected Tree Ordinance. The goals of the Protected Tree Ordinance are to promote the protection of trees and canopy; implement a clear, consistent, and efficient process for development and non-development tree removal and trimming; ensure equitable enforcement costs for the unincorporated communities; and to align the tree ordinance with other environmental and development requirements adopted by the County, among other goals. The Protected Tree Ordinance will be applicable to the various unincorporated communities primarily in urban areas, including communities within the Coastal Zone.

5.2 BACKGROUND INFORMATION

The County of San Mateo (the “County” or SMC) covers most of the San Francisco Peninsula. The region covers 744 mi² and is home to nearly 800,000 residents. The County is made up of 20 incorporated cities. The County provides for the health and welfare of all people within its borders and serves as the local government for the unincorporated areas. Innovation thrives here in industries including bioscience, computer software, green technology, hospitality, financial management, health care, education and transportation. The County prides itself on how that prosperity fosters its commitment to protecting and enhancing the health, safety, welfare and natural resources of the community.

The County of San Mateo Planning and Building Department's mission is to plan and regulate land use and development within the unincorporated areas of the County so that diverse and livable communities can thrive. We serve the County's residents, businesses, and visitors through the preparation and administration of land use plans and regulations, and by reviewing land use proposals to ensure they are consistent with those plans and regulations.

The County of San Mateo Planning and Building Department seeks proposals from qualified consultants to perform professional consulting and planning services to complete the update to and consolidation of the Significant and Heritage Tree Ordinances through the adoption of a Protected Tree Ordinance. The goals of the Protected Tree Ordinance are to promote the protection of trees and canopy; implement a clear, consistent, and efficient process for development and non-development tree removal and trimming; ensure equitable enforcement costs for the unincorporated communities; and to align the tree ordinance with other environmental and development requirements adopted by the County, among other goals. The Protected Tree Ordinance will be applicable to the various unincorporated communities primarily in urban areas, including communities within the Coastal Zone.

Significant and Heritage Tree Ordinances Background

Existing County tree regulations include the “Significant Tree Ordinance of San Mateo County” and “Regulations for the Preservation, Protection, Removal and Trimming of Heritage Trees on Public and Private Property.” On October 18, 2016, the Board of Supervisors adopted interim amendments for each ordinance in response to community concerns regarding adverse impacts to significant and heritage trees resulting from increased construction. Tree protection plans, arborist reports, additional tree removal and permit application and processing requirements, and increased penalties and restrictions were included in the amendments. The County seeks to consolidate the ordinances and adopt a Protected Tree Ordinance, that would preserve the interim ordinance amendments, streamline permitting and enforcement processes, and ensure equitable enforcement.

Draft Protected Tree Ordinance

The Planning and Building Department has prepared a draft Protected Tree Ordinance with input from the Protected Tree Ordinance Steering Committee and multiple internal reviews by long range, current planning, and code compliance staff. Outreach to other departments, agencies, and advisory bodies is required for draft completion. A Protected Tree Ordinance Guidance Document is intended to serve as a companion for landowners and is in partial draft form. As part of the Protected Tree Ordinance, the selected consultant will need to explore an in-lieu fee to serve as mitigation where tree replacement is infeasible. The Protected Tree Ordinance will require compliance with the California Environmental Quality Act. In non-coastal zone unincorporated communities (Bayside), adoption of the Protected Tree Ordinance requires Planning Commission and Board of Supervisors approval. For ordinance applicability in the coastal zone (Coastside) the Protected Tree Ordinance will also require early consultation with the California Coastal Commission prior to draft completion and transmittal of a Local Coastal Program amendment for Coastal Commission certification subsequent to Board of Supervisors approval.

The scope for this project will include the following. See Appendix B for additional details.

- Task 1. Ordinances and Supplemental Documents Analysis
- Task 2. Agency Outreach and Community Engagement
- Task 3. Environmental Analysis
- Task 4. Ordinance Adoption and Certification

5.3 DETAILED SCOPE OF WORK

All tasks described herein will include regular coordination and management meetings with County Planning and Building Department staff and will also include periodic meetings with other County agency and department staff, and various other stakeholders.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

TASK 1: ORDINANCES AND SUPPLEMENTAL DOCUMENTS ANALYSIS

The selected Consultant will be responsible, in collaboration with various County staff, for implementation of all required tasks to complete the Protected Tree Ordinance and supplemental documents. Tasks include:

- I. Analysis of the partially drafted Protected Tree Ordinance and the County's current Significant and Heritage Tree Ordinances as well as relevant Zoning Regulations, General Plan, Local Coastal Program policies, and other applicable regulations and policies identified by County staff.
- II. Analysis of the draft Protected Tree Ordinance to identify regulations and policy conflicts, opportunities for streamlining processes, ordinance organization, and clarifying language. Consultant may recommend other areas for improvement and best management practices.
- III. Analysis of the partially drafted Protected Tree Ordinance Guidance Document and identification of best management practices for inclusion in the Guidance Document. Consultant may recommend other areas for improvement and best management practices.
- IV. Consultant to prepare a Fee Nexus Study (NS) for in-lieu mitigation when tree replacement is infeasible. At the County's discretion, other fees may be explored in the study. The in-lieu payment shall be based on actual cost of tree acquisition and planting, maintenance and monitoring, and administration as specified by County staff.
- V. Consultant to complete administrative draft of the Protected Tree Ordinance, administrative draft of Protected Tree Ordinance Guidance Document, and administrative draft of NS, each with at least 2 review rounds by County staff.

Deliverables

1. Completed administrative draft Protected Tree Ordinance
2. Completed administrative draft Protected Tree Ordinance Guidance Document
3. Completed administrative draft Fee Nexus Study

TASK 2: AGENCY OUTREACH AND COMMUNITY ENGAGEMENT

The Protected Tree Ordinance Steering Committee assisted with an initial draft of the ordinance, which has since been revised. The Protected Tree Ordinance needs to be reviewed by the Steering Committee for comment. Subsequently, the County anticipates one to two community meetings before the North Fair Oaks Community Council and Midcoast Community Council prior to ordinance introduction to the Planning Commission and Board of Supervisors. Consultant should provide cost breakdowns for in-person, virtual, and hybrid meetings.

- I. Steering Committee and California Coastal Commission consultation. This includes meeting coordination, production of materials and agenda, and participation and presentation at the meetings. At least 2 meetings with the Steering Committee and at least 2 meetings with the California Coastal Commission.
- II. North Fair Oaks Community Council (NFOCC) and Midcoast Community Council (MCC) community meetings. This includes production of meeting materials, participation and presentation at the meetings; translation and interpretation services are required for NFOCC meetings in English and Spanish. At least 2 meetings with the NFOCC and at least 2 meetings with the MCC.
- III. Consultant to provide County staff with meeting documentation and update draft Protected Tree Ordinance, Protected Tree Ordinance Guidance Document, and NS based on outreach and engagement comments, in consultation with County staff.

Deliverables

1. Completed draft Protected Tree Ordinance
2. Completed draft Protected Tree Ordinance Guidance Document
3. Completed draft Fee Nexus Study

TASK 3: ENVIRONMENTAL ANALYSIS

- I. Consultant will be responsible for determining and documenting, to the County's satisfaction, the appropriate level of environmental review in accordance with the California Environmental Quality Act.
- II. Consultant will be responsible for completing that environmental review, including full environmental analysis and production of necessary draft and final documents, response to comments, noticing and filing, scoping sessions, tribal consultation, and other related tasks.

Deliverables

1. Completed environmental review analysis/documentation

TASK 4: ORDINANCE ADOPTION AND CERTIFICATION

- I. Public hearings, including County Planning Commission, County Board of Supervisors, and California Coastal Commission. Production of necessary documents and presentations, including exhibits, staff reports, resolutions, PowerPoint presentations, Local Coastal Program amendment California Coastal Commission transmittal documents, and other related tasks and documents. At least 2 Planning Commission, 2 Board of Supervisors, and 2 Coastal Commission hearings.

Deliverables

1. Reports, presentations, exhibits, and transmittal documents.