

CITY OF SAN BRUNO

City Manager's Office

Grant Writing Services



567 El Camino Real
San Bruno, CA 94066

REQUEST FOR PROPOSALS (RFP)

Jennifer Brizel, Assistant City Manager
jbrizel@sanbruno.ca.gov

REQUEST FOR PROPOSALS ISSUED:
October 15, 2021

PROPOSALS DUE:
November 12, 2021 at 5:00pm, PST
567 El Camino Real., San Bruno, CA 94066

Proposals may be submitted via email

Executive Summary

The City of San Bruno (City) is requesting proposals from qualified individuals and/or consultant firms that can assist the City with researching and identifying potential grants and providing general grant writing services associated with the completion and submission of grant applications, program administration and delivery.

This Request for Proposal (RFP) contains the scope of work, evaluation process, general terms and conditions, and the City's template for professional services agreements "Attachment 1". It is the intent of the City to select and contract with one or more Consultants for all or some of these services. The City will assign work to any of the selected Consultants as is deemed necessary and appropriate by the City. The City reserves the right to contract with additional Consultants. The City will consider proposals to provide all or a part of any of the services identified in this RFP. The contract(s) will remain in effect for up to a five-year period.

This RFP does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any interested firms who respond.

General Information

The City of San Bruno, an ethnically and culturally diverse city, maintains a small-town atmosphere within a large metropolitan area. It is uniquely located on the San Francisco Peninsula in San Mateo County, about twelve miles south of San Francisco. Located along Highway 101 and Interstate 280, accessible by Bay Area Rapid Transit (BART), Caltrain and the San Mateo Transit (SamTrans) bus system, San Bruno is a transit hub for the bay area. Adjacent to the San Francisco International Airport, the City has easy accessibility to the vast cultural, educational, and recreational opportunities within the San Francisco Bay Area.

The City is approximately 5.5 square miles in size and has a population of roughly 43,900 residents. Major roadways that connect San Bruno with the rest of the Bay Area and California include U.S. Route 101, Highway 82, and Interstate 280 going north and south and Interstate 380 going east to west.

Scope of Work

A single firm is not expected to be able to provide all services for the disciplines listed below. Consultants should select the discipline or disciplines that best describe their area of expertise and the professional services proposed to be provided. The services to be provided by the selected consultant(s) may include, but are not limited to, the following:

1. Funding Needs Analysis – Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.

2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City’s funding needs and priorities, including, but not limited to:
 - a) Economic Development
 - b) Energy Efficiency and Sustainability
 - c) Environmental
 - d) Criminal Justice Technology Programs
 - e) Fire Prevention
 - f) Housing and housing programs
 - g) Infrastructure Development and Maintenance
 - h) Public Safety
 - i) Information Technology and Cyber Security
 - j) Communication and Community Outreach
 - k) Fiber Technology Infrastructure
 - l) Parks and Recreation Programs
 - m) Senior, Family, and Youth Programs
3. Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the City.
4. Grant Reporting Support – Providing departmental support in providing timely reporting for existing grants; may include presenting updates to staff, boards, commissions, committees or Council.
5. Monthly Reports – The successful consultant shall submit monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.

Services shall be requested by the City on an as-needed basis and paid according to an approved rate schedule. Upon determination of a need for service, the City will inform the selected consultant(s) of the specific staffing need and/or scope of work. The consultant(s) will prepare a detailed scope and cost proposal. Upon agreement of a detailed scope and cost, the City will issue a task order for the work.

Selection Process

The RFP process will establish a ranking based on how each submittal meets the qualifications of the Scope of Services and the requirements of the RFP. The applicant shall conform to the Qualifications Format and Submittal Requirements (Attachment 1). It is important that all listed items be included with the submission. Responses which do not comply with all the requirements per or the RFP deadline, will not be considered.

The consultant shall be required to complete and submit the City's standard consultant services agreement (Attachment 2), including the Standard Agreement Acknowledgement (Attachment 3), and complete the Litigation and Criminal Investigation Form (Attachment 4). All Consultants that respond to the RFP shall assume that the execution of this agreement, without changes, will be a required condition.

Furthermore, the City reserves the right to reject any or all submissions without qualifications, negotiate specific requirements and costs using the selected proposal as a basis, and waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests.

Selection Criteria

Consultant selection process will be based on the following criteria:

- Presentation, completeness, clarity, organization, and conformance to the RFP content and requirement.
- Demonstrated ability and specific experience researching and identifying potential grants and providing general grant writing services associated with the completion and submission of grant applications, program administration and delivery.
- Prior experience and ability to work with governmental agency staff and direct interactions with community members and other stakeholders; and translating various requirements and interests into successful projects.
- Strength of written and verbal communication/presentation skills (if requested).
- Availability and depth of staff and resources to deliver quality products on schedule, including work and short notice and under time constraints.
- Qualifications and experience of key personnel.
- Demonstrated professional work examples.
- Available to begin work in January 2022.

Proposed Schedule

A following schedule has been established for the consultant selection process. The City of San Bruno reserves the right, however, to modify this schedule at any time:

| Date | Task |
|---------------------------|-----------------------------------|
| October 15, 2021 | Issuance of RFP |
| November 10, 2021 | Deadline to Submit Questions |
| November 12, 2021 | RFP Due to City |
| November 30, 2021 | City to review and rank proposals |
| Award Consultant Contract | As Needed |

Questions

Questions regarding the information contained in the RFP document must be submitted in writing, by US mail or email:

City of San Bruno
City Manager's Office
567 El Camino Real
San Bruno, California 94066-4299

Attention: Jennifer Brizel, Assistant City Manager
jbrizel@sanbruno.ca.gov Ph. (650) 616-7002

All questions must be received (**November 10, 2021**). Questions will be responded to in writing.

Telephone requests for information or inquiries will be allowed only if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquiries, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. The intent behind this requirement is to ensure that consultants have available to them the same information and no inconsistent, incomplete or misinformation is communicated to any team.

If any changes or updates to the RFP are made, a copy of the current RFP will be posted on the City of San Bruno's [Contract Bid & RFPs webpage](#)¹.

¹ https://www.sanbruno.ca.gov/gov/city_departments/city_clerk/contract_bidding_n_rfps.htm

Confidentiality of Proposals

California Government Code Sections 6250et seq. (the “California Public Records Act” or the “Act”) defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The City of San Bruno, which is part of the County of San Mateo, is subject to the California Public Records Act.

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

If the City of San Bruno receives a request for any portion of a document submitted in response to this RFP, the City will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the City reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the City of San Bruno and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the City of San Bruno and/or its officers, agents, or employees that the City has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

Attachments

- Attachment 1: RFP Format and Submittal Requirements
- Attachment 2: City Standard Consultant Agreement
- Attachment 3: Acknowledgement Form for Consultant Services Standard Agreement
- Attachment 4: Litigation and Criminal Investigation Form

References

- [City of San Bruno Municipal Code](#)²

² <http://qcode.us/codes/sanbruno/>

ATTACHMENT 1

PROPOSAL FORMAT AND REQUIREMENTS

The Proposal shall be submitted by: **November 12, 2021 at 5 p.m.** to:

VIA US MAIL:

City of San Bruno
City Manager's Office
567 El Camino Real
San Bruno, CA 94066-4299
Attention: Jennifer Brizel, Assistant City Manager

Or EMAIL:

jbrizel@sanbruno.ca.gov

FORMAT:

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items and organized as follows.

1. **Letter of Transmittal.** Describe your firm or team's interest and commitment in providing Grant Writing services for the City of San Bruno. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
2. **Work Plan and Approach.** Provide an outline of your firm or team's experience providing grant writing services, please include the following:
 - a) years of experience and/or operating as a business providing similar services.
 - b) information on successful grant writing efforts including benefitting party, source, year(s) of award(s), and dollar amount(s) of grant award(s).
 - c) provide a minimum of 2 work samples.
 - d) a minimum of three (3) references from municipalities or other governmental entities for which you/your firm have/has provided grant writing services. Include the name of the organization, brief description of the project, name of the contact person and contact email/phone.
 - e) indicate from where grant related services will be conducted.
3. **Team Experience.** Identify individuals who will be assigned to assist the City of San Bruno and provide resumes (or summaries of experience), proposed responsibilities and specific information related to their successes.
4. **Cost.** Detail the basis of compensation for services. Fee basis should be an all inclusive, e.g. a base stipend and percentage or grant compensation (% of

grant share for administration) upon successful award. Please provide a detailed price breakdown including fees itemized for the following staff: A) Senior staff; B) Professional staff; C) Clerical staff; and D) overhead as well as any additional associated costs of providing service.

5. Standard Agreement Acknowledgement. A signed copy of the Acknowledgement that the Consultant agrees with the City's Standard Professional Services Agreement without any changes.

ATTACHMENT 2

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into as of the ____ of _____ 202__, by and between the CITY OF SAN BRUNO (“City”), a municipal corporation, and _____, a [insert form of company: corporation of __, limited liability company, sole proprietor], with offices located in _____ (“Consultant”).

RECITALS

WHEREAS, City desires to engage Consultant to _____;

WHEREAS, Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.

WHEREAS, Consultant has affirmed its willingness and ability to perform such work.

It is agreed between the City of San Bruno, California, and Consultant as follows:

1. **Term.** The term of this Agreement shall commence on the above written date, and shall terminate on the ___ day of _____, 202__, unless the term of the Agreement is otherwise extended or terminated, as provided for in Section 14. The time provided to Consultant to complete services required by this Agreement shall not affect the City’s right to terminate the agreement as provided in Section 14. The time for completion of the contracted work shall only be extended by written approval of the City Manager

2. **Scope of Services to be performed.** Consultant shall diligently perform all the services described in the Project Description & Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. In summary, the scope of service includes but is not limited to _____. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

3. **Time is of the Essence.** Time is of the essence for each and every provision of this Agreement. The time for completion of the contracted work shall only be extended by written approval of the City Manager as provided for in Section 1. The failure of Consultant to strictly adhere to the project schedule to or complete duties in a timely fashion as determined by the City may result in termination of this Agreement by the City.

4. Compensation to Consultant

City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Compensation Schedule attached hereto as **Exhibit B** and incorporated herein by reference. Consultant’s compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub-consultant fees, shall not exceed _____ **Dollars and no/100 (\$_____)** without additional authorization from the City Manager. No billing rate changes shall be made during the term of this Agreement without the prior written approval

of the City Manager. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, this Agreement shall prevail.

4.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant's bills shall include the name of the person who performed the work, a brief description of the services performed and/or the specific task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by Consultant:

- A. The actual costs of sub consultants for performance of any of the services that Consultant agrees to render pursuant to this Agreement, which have been approved in advance by City and awarded in accordance with this Agreement.
- B. Approved reproduction charges.
- C. Actual costs and/or other costs and/or payments specifically authorized in advance by the City Manager in writing and incurred by Consultant in the performance of this Agreement.

4.3 Consultant shall not receive any compensation for Extra Work without the prior written authorization of the City Manager. As used herein, "Extra Work" means any work that is determined by City Manager to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in **Exhibit B**.

4.4 Notwithstanding any other provision of this Agreement, when payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until City has accepted the final work under this Agreement.

4.5 Consultant is solely responsible for all of its recurring business costs, including, but not limited to the payment of all taxes, business permit fees, professional licenses and overhead and shall not separately charge those costs to the City.

5. **Designated Staff Contact.** _____ will be responsible for monitoring performance of this agreement.

6. **Standard of Performance.** All of the services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the services required by this agreement and that it will perform all services in a manner commensurate with community professional standards. Qualified and experienced personnel who are not employed by the City shall perform all services, nor have any contractual relationship with the City.

7. **Relationship of the Parties.** Consultant agrees and understands that the work/services performed under this Agreement are performed as an Independent Consultant and not as an employee or agent of the City and that Consultant acquires none of the rights, privileges, powers or advantages of City employees. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or agent of the City. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever.

8. **Insurance.** Consultant shall return an executed copy of this Agreement with proof of insurance and endorsements to insurance coverage satisfactory to the City that shows that on or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement insurance coverage naming the City, its officers, officials and employees as additional insureds, as follows: a) statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits not less than \$2,000,000, [If the consultant has no employees, they need not carry worker's compensation and employer liability insurance and this may be deleted] b) Commercial General and Automobile Liability insurance in an amount not less than two million dollars per occurrence, and c) [If there is no standard professional liability insurance or errors or omissions insurance generally available for the particular service then this may be deleted] professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions. Consultant shall not allow any sub Consultant to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the sub Consultant.

9. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless City and its Council, officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, suits, actions, losses, costs, damages, injuries (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants), expenses and liabilities of every kind, nature and description, at law or equity (including, without limitation, incidental and consequential damages), and reasonable attorneys' fees and costs, litigation expenses, court costs, and fees of expert consultants or expert witnesses, and costs of investigation (collectively "Defense Costs") that arise from, relate to or pertain to, directly or indirectly, in whole or in part, any negligent or reckless act or omission or any willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnitees except to the extent that liability is caused by the Indemnitees' sole negligence, active negligence, or willful misconduct, but shall apply to all other Liabilities.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to defend or indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence, or willful misconduct of the Indemnified Parties. This Section 9 shall be interpreted and applied to be consistent with the limitations in Civil Code sections 2782 and 2782.8. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. **Advice and Status Reporting.** Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder.

11. **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person assigned to the work called for under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

12. **Assignment and Subcontracting.** Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement. Unless otherwise specified in Exhibit "A", Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City.

13. **Ownership of Documents.** All work product produced by Consultant or its agents, employees, and sub Consultants pursuant to this Agreement is the property of the City. In the event this Agreement is terminated, all work product produced by Consultant or its agents, employees or sub-Consultants shall be delivered at once to the City.

14. **Termination of Agreement.** The City may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, shall immediately become the property of the City and shall be promptly delivered to the City as per above. In the event of termination, Consultant shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by the City Manager by comparing the work/services completed to the work/services required by this Agreement.

15. **Standard of Care and Payment of Permits/Licenses.** Consultant represents and warrants it has or shall obtain all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession and to perform said work/services or forfeit any right to compensation under this Agreement. Consultant shall maintain a City of San Bruno business license during the term of this Agreement.

16. **Discrimination and Harassment Prohibited.** Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

17. **Retention of Records.** Consultant shall maintain all records related to this Agreement for no less than three years after the City makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the City, the State of California and/or Federal grantor agencies.

18. **Merger Clause.** This Agreement, including any exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City Manager. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between City and Consultant.

19. **Waiver, Severability, Choice of Law, Venue.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement can be reasonably interpreted to give effect to the intentions of the parties. The laws of the State of California shall govern this Agreement and all matters relating to it and venue for state court shall be in San Mateo County Superior Court, Redwood City and for federal court in San Francisco.

20. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, the County of San Mateo, and the San Bruno Municipal Code. To the extent this Agreement calls for a "public work" as defined by state law, prevailing wages shall be paid pursuant to Cal. Labor Code 1720, et seq.

21. **Conflict of Interest.**

a. **In general.** Consultant represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to a "conflict of interest," as that term is defined in the Political Reform Act, as codified at California Government Code Section 81000, et seq., on the part of the Consultant, or that Consultant has already disclosed all such relevant information in writing.

b. **Subsequent Conflict of Interest.** Consultant agrees that if an actual or potential conflict of interest in the part of the Consultant is discovered after award, the Consultant will make a full disclosure in writing to the City. This disclosure shall include a description of the actions, which the Consultant has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict and shall take all such steps within thirty (30) days.

c. **Interests of City officers and staff.** No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Consultant nor any member of the Consultant's family shall serve on any City board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Consultant's operations or authorizes funding Consultant.

22. **Confidentiality.** All communications and documents, including drafts, preliminary drawings, or plans, notes that result from the services under this Agreement, shall be kept confidential unless City authorizes in writing to release the information or document. Consultant understands the City is a public agency and is subject to laws that may compel it to disclose information about Consultant's business.

23. **Independent Contractor.** City is retaining consultant on an independent contractor basis and Consultant is not an agent or employee of City. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents to be the agents of the City. Anything in this Agreement that may appear to give the City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

24. **Consultant.** Notices required by this Agreement, and invoices for payments due shall be mailed to:

City of San Bruno
Attention _____
Department of _____
567 El Camino Real
San Bruno, CA 94066

Notices to Consultant shall be mailed to

Name
Company Name
Consultant's Address
City, State, Zip

25. **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed materials on recycled paper, and to

use recycled products, where possible and economically feasible, for the work subject to this Agreement.

26. **Solicitation.** Consultant agrees not to solicit any business at any meeting, focus group or interview related to this Agreement, either orally or through any written materials.

27. **Alternative Dispute Resolution.** If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

- (a) Each party shall designate a senior management or executive level representative to negotiate any dispute;
- (b) The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- (c) If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- (d) The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days and shall be concluded within 15 days from the commencement of the mediation.
- (e) The parties shall equally bear the costs and fees of any third party in any alternative dispute resolution process.
- (f) The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, et. Seq.

28. **Attorneys Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose. Attorneys fees and related costs incurred by the parties in conjunction with Section 27 shall be borne by the incurring party.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Consultant's Signature

Date

City Manager
City of San Bruno

Date

Consultant's Tax I.D./ Social Security number

APPROVED AS TO FORM

City Attorney

Consultant's San Bruno Business License number

Contract Approved by City Council on _____ (date)

Attachments: Exhibit A – Project Description & Scope of Services
Exhibit B – Compensation Schedule

ATTACHMENT 3

**ACKNOWLEDGEMENT FORM
FOR
GENERAL SERVICES STANDARD AGREEMENT**

By signing below, the consultant firm acknowledges that it has examined the enclosed City of San Bruno's Standard Agreement "AGREEMENT FOR CONSULTANT SERVICES".

If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant firm within three (3) working days of being notified by the City.

Legal Name of the Consultant Firm: _____

Business address:

Name of Authorized Person:

Signature of Authorized Person:

Date: _____

Telephone Number: _____

Email Address: _____

ATTACHMENT 4

LITIGATION AND CRIMINAL INVESTIGATION

Within the past 10 years, have you or any related company been involved in:

- 1) any civil litigation in state or federal court?;
- 2) any federal, state, or local administrative proceeding>; or
- 3) any criminal investigation, charged with any crime, or been convicted of any crime?

If so, please explain in detail the circumstances and provide case and docket information sufficient to identify the proceeding(s).