



REQUEST FOR QUALIFICATIONS (RFQ)

for

City Fleet Study Consulting Services



City of San Bruno
Department of Public Works

567 El Camino Real
San Bruno, CA 94066

RFQ Due Date: Wednesday, June 15, 2022, at 5:00 pm



1. PURPOSE OF THIS RFP

The City of San Bruno (City), through the Public Works Department, is requesting proposals from qualified firms to conduct a comprehensive assessment of the City's fleet management operations, programs, and practices. The resulting analysis, reports, recommendations, and action plans will identify opportunities to improve current processes and reduce costs.

The City reserves the right to reject any or all responses received as a result of solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP and Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of San Bruno and the firm selected.

2. GENERAL INFORMATION

The City is located on the San Francisco Peninsula in San Mateo County, approximately 12 miles south of San Francisco and immediately adjacent to the San Francisco International Airport. The City has a total area of 5.8 square miles and a population of approximately 43,000 residents. The City organization is comprised of approximately 233 full time employees and 124 part-time/seasonal employees.

The City maintains approximately 145 vehicles and large pieces of equipment, most of which are operated by the City's Police, Fire, and Public Works departments. As City vehicles do not frequently travel outside San Bruno or on the highway, they generally do not reach high mileage over their useful life. While not typically reaching high mileage, most vehicles are used daily, under demanding and less than optimum conditions. All maintenance and repairs are performed at the Central Garage. Where possible, Central Garage staff review opportunities to fully utilize vehicles, to share vehicles between departments, and transfer a vehicle to the general pool fleet to make it more broadly available to City staff.

This Request for Proposal (RFP) is issued to provide the selection process for the assessment of the City's fleet operations. Other required elements are described in full in Scope of Services of the RFP.

3. SCOPE OF SERVICES

The City's Fleet Study will require the selected consultant (Consultant) to perform services as specified in **Attachment 1**.



The Consultant shall provide a technical memorandum for each of the Tasks included in the scope of services which shall become the chapters for the plan. Each technical memorandum shall be submitted in draft form as it is completed for review by City Staff. Interested firms are requested to submit four (4) unbound, and one electronic copy of their proposal.

4. SELECTION PROCESS

The RFP process will establish a ranking based on how each proposal meets the qualifications of the Scope of Services and the requirements of the RFP. The proposal shall conform to the Proposal Requirements (**Attachment 2**). It is important that all listed items be included in the proposal. Proposals, which do not comply with all the requirements per or the proposal deadline, will not be considered. The City reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the City's standard consultant services agreement (**Attachment 3**) and include a signed copy of the Standard Agreement Acknowledgement (**Attachment 4**), and complete the litigation and Criminal Investigation Form (**Attachment 5**) in the Proposal. All Consultants that respond to the RFP shall assume that the execution of this agreement, without changes, will be a required condition.

At the conclusion of the evaluation and interview (or if a best-qualified firm is selected without the need for an oral presentation), the City will enter into contract negotiations with the top-ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate, and the City will undertake negotiations with the second-rank firm. City staff will make recommendations to the City Council, which reserve the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests.

5. SELECTION CRITERIA

- Proposed Work Plan and Approach.
- Familiarity with policies and procedures related to the work effort.
- Quality and completeness.
- Relevance and conciseness.
- Qualifications and experience of staff.
- Manpower allocation.
- Completion of similar projects and references.



6. CONSULTANT SELECTION SCHEDULE

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

<u>Task</u>	<u>Approximate Dates</u>
Issuance of Request for Proposal	May 18, 2022
Deadline to Submit Questions	June 6, 2022 by 5:00PM
Issuance of RFP Clarifications	June 8, 2022
Proposals Due	June 15, 2022 by 5:00PM
Award Consultant Contract (Tentative)	June / July 2022

7. QUESTIONS

Questions regarding the information contained in the RFP document must be submitted in writing, by email or by fax, and addressed to:

City of San Bruno
Public Works Department
567 El Camino Real
San Bruno, CA 94066-4299

Attention: Robert Wood, Management Analyst
Email: rwood@sanbruno.ca.gov
Phone: (650) 616-7046
Fax: (650) 794-1443

All questions must be received by **5:00 p.m. on June 6, 2022**. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each consultant. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

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 RPP are made, a copy of the current RFP will be posted on the City's website at:

<https://www.sanbruno.ca.gov/Bids.aspx>



Attachments:

1. Scope of Services
2. Proposal Format and Requirements
3. City Standard Consultant Agreement
4. Agreement Acknowledgement
5. Litigation and Criminal Investigation



ATTACHMENT 1

SCOPE OF SERVICES

CITY FLEET STUDY CONSULTING SERVICES

The City of San Bruno is interested in seeking Proposals from qualified firms to provide an evaluation and analysis of the City's fleet operations. The study must consist of organizational structure, policies, standard operating procedures, and performance activities; and include findings and provide recommendations relative to fleet management, maintenance, operations, environmental best practices, and information/data management. The Consultant shall perform the following tasks through a review of reports, records, and existing data, onsite tours and observations, meetings, discussions, department surveys, and interviews, focus groups and any other assessment tools, as may be appropriate.

Scope of Services

The scope of services is a general guide and not intended to be an all-inclusive list of all the work necessary. It is the consultant's responsibility to develop and provide a comprehensive fleet management master plan.

1. Fleet Utilization

- Identify the current fleet structure and recommend an optimal fleet structure for the City of San Bruno, specifically in terms of vehicle types, quantity, and etc.
 - Within that fleet structure, determine an optimal vehicle replacement cycle, develop a dynamic fleet replacement schedule, and recommend a funding and budget approach to secure future replacements according to the replacement schedule.
 - As part of the fleet structure, perform a comprehensive analysis of the lifecycle costs for the City's fleet (vehicles and large equipment).
 - Review and evaluate the City's Vehicle and Equipment Replacement and Amortization Schedule and make recommendations for changes.
- Examine overall fleet utilization and make recommendations on fleet size.
 - Work with staff to understand needs for vehicles. Assess organizational needs based on current and future needs.
 - Review vehicle assignments and recommend right-sizing model for current and future use, planning, and implementation.
 - Develop a detailed inventory of the recommended vehicle fleet size and composition that will meet operational and future needs.
- Assess new opportunities to minimize costs while reducing fleet size.



2. Fleet Assets

- Assess the City's current fleet condition and valuation. Recommend a comprehensive plan for liquidation and replacement.
- Determine if current fleet classification categories is appropriate for all use cases.
- Develop replacement strategy based on evolving fleet technology. Analyze utilization and transition to alternative fuel vehicles (electric, hybrid, etc.).
 - Evaluate opportunities to decrease fuel usage and implement alternative fuel(s) including types, uses, cost and benefits.
- Fleet "Best Practices" Evaluation: Include best practice comparisons for similarly sized towns in high-growth regions in the U.S.
 - Interview fleet and other appropriate personnel and compare against best practices for comparison.
 - Recommend new best practices that are focused on sustainability.
 - Review current activities and recommend best practices for the procurement, financing, insurance, and disposal of fleet assets.
- Analyze all applicable fleet data, including inventory by department, year, make, model, weight class, mileage, maintenance, fuel costs, and other historical information.
- Complete a 20-year analysis of the funding levels needed to successfully implement the Vehicle and Equipment Replacement and Amortization Schedule based on the City's current inventory (including inflation, etc.).

3. Fleet Service Operations

- Review current maintenance practices and recommend the most effective organizational and operating structures to support the recommended fleet maintenance program and needed funding. Also, recommend policies for vehicle maintenance that ensure the availability and reliability of fleet, minimize costs, and maximize the useful life of all assets.
- Examine the user fee schedule and make recommendations for changes.
 - Review and/or make suggestions for how to allocate interdepartmental funding for the vehicles operated and assigned to individual City departments (example: total costs proportionally allocated based on the number of assigned vehicles, or by maintenance costs, or some by some other factor, etc.).



- Assess any other operational aspects associated with the City's fleet program, such as: the condition/adequacy of currency facilities, parts & inventory management, purchasing practices/methodologies, hazardous waste disposal, vehicle/shop security, etc.
- Assess the current inventory of fleet management equipment, computer hardware/software, and other tools dedicated to fleet maintenance operations and recommend the components necessary for managing and operating an efficient and effective fleet program and the associated costs.
- Identify the necessary training, credentials, and/or certifications for fleet maintenance staff including frequency, renewal period, and budget.

4. Other

- Undertake cost comparison and analysis of providing certain fleet services in-house versus outsourcing. Provide advantages and disadvantages for both service delivery options.
- Identify other areas of opportunity to potentially reduce costs while maintaining service quality.

5. Deliverables

- The final deliverables will include a draft report for leadership review / edit, draft policies for consideration and adoption by the City, and a finalized version, complete with an implementation action plan.
- Additionally, the vendor will be expected to create a final PowerPoint presentation and present it separately to 1) internal City Staff; 2) City Manager/Department Directors; and 3) to the City Council, if requested.



ATTACHMENT 2

PROPOSAL FORMAT AND REQUIREMENTS

Proposals shall be submitted to the City by: **Wednesday, June 15, 2022, at 5:00 p.m.**

The City will accept Proposals submitted either 1) via electronic mail (email) or on electronic media, or 2) as a physical or hard copy.

1) Electronic Submission

If selecting to submit an electronic version of the Proposal:

Proposal and Fee Proposal/Rate shall be submitted via email to:

rwood@sanbruno.ca.gov

2) Physical, or Hard Copy, Submission

If selecting to submit a physical or hard copy version of the Proposal:

Proposal shall be submitted to:

City of San Bruno
Public Works Department
567 El Camino Real
San Bruno, CA 94066-4299
Attention: Robert Wood

FORMAT:

The proposal shall be 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 fleet assessments 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. Table of Contents.
3. Work Plan and Approach.
Discuss your firm's understanding of the Scope of Services (Attachment 1) to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.



4. Key Personnel Background.
Name, position, summary of qualifications, resumes, related experience and proposed responsibilities of project manager and key personnel.

5. Team Experience.
Provide an overview of the proposed team and how their experience benefits the proposed project. Listing of projects performed within the last 5-years involving fleet assessments; particularly any work performed for government agencies of similar nature. Include the following information:
 - Clients name, point of Contact, addresses, and telephone numbers
 - Description and location of related project(s) and year of completion
 - Project completed value, project evaluation start and completion date, staff directly involved with the project.
 - Key personnel involved in all disciplines

6. References.
Provide at least five references (name, company title, address, email, and telephone number) for fleet assessments of similar projects and complexity.

7. Standard Agreement Acknowledgement.
A signed copy of the Acknowledgement (Attachment 4) that the Consultant agrees with the City's Standard Professional Services Agreement without any changes.

8. Litigation and Criminal Investigation.
A statement responding to the Litigation and Investigation Questionnaire (Attachment 5).

9. Manpower Allocations.
Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.

10. Cost.
In a separate sealed envelope, provide complete summary of the estimated number of engineering hours, schedule of hourly rates for each classification, and total not-to-exceed cost for the Scope of Services to be performed.



ATTACHMENT 3

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into as of the ____ of _____ 20____, 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”). Consultant and City shall be referred collectively as the “Parties.”

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 _____, 20____, unless the term of the Agreement is otherwise terminated or extended, as provided for 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, including mark-ups 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. Consultant shall provide qualified and experienced personnel to perform all services as required in this Agreement.

7. **Relationship of the Parties – Independent Contractor.** City is retaining consultant on an independent contractor basis and Consultant is not an agent or employee of City. 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. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents to be the employees or agents of the City. 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. Anything in this Agreement that may appear to give the City the right to direct Consultant as to the details of the performance of 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.

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 insured with respect to the Commercial general Liability and Automobile Liability coverage, 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 \$1,000,000, b) Commercial General and Automobile Liability insurance in an amount not less than one million dollars per occurrence, and c) professional liability insurance for Consultant's professional services performing work pursuant to this agreement in an amount not less than \$1,000,000 covering negligent acts, 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 and General Liability.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), 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.

To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including Defense Costs, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The insurance policy limits do not act as a limitation on Consultant's duty to defend or duty to indemnify the City.

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 be null and void. 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 products produced by Consultant it 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 products produced by Consultant or its agents, employees or sub-Consultants shall be delivered at once to the City.

14. Termination and Suspension. City may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as City



may determine in its sole discretion. City will issue such directives in writing, and compensate Consultant for its costs expended prior to receipt of the directive plus reasonable profit thereon, as well as reasonable shutdown costs in the event City terminates this Agreement for City's convenience.

City may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within 15 calendar days of the date of City's written notice to Consultant demanding such cure. In the event City terminates the Agreement for default, Consultant shall be liable to City for all loss, cost, expense, damage and liability resulting from such breach and termination.

Consultant shall continue its work throughout the course of any dispute, provided City complies with its obligations under this Agreement (including timely payment of undisputed amounts).

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, proposal, 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 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, Section 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. 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

24. **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.

25. **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.

26. **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 counsels. 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, Section 900, et. seq.

27. 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 equally by the Parties.



THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Consultant's Signature Date

City Manager Date
City of San Bruno

Consultant's Tax I.D./Social Security No.

Consultant's San Bruno Business License No.

APPROVED AS TO FORM:

City Attorney Date

Contract Approved by City Council on _____.

**Exhibit: A – Project Description & Scope of Services
 B – Schedule of Billing Rates**



ATTACHMENT 4

**ACKNOWLEDGEMENT FORM
FOR
CONSULTANT 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 5

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).