



Request for Proposals (RFP)

Land Use, Housing and Economic Development Initiative

Issue Date: October 29, 2025

Proposals Due: December 5th, 2025 at 5:00pm

City of San Bruno
Community Development Department
567 El Camino Real, San Bruno, CA 94066

Peter Gilli, Community Development Director
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Kelly Beggs, Assistant Community Development Director
kbeggs@sanbruno.ca.gov

City Background

The City San of Bruno (“City”) is a general law city founded in 1914 as a railroad suburb to San Francisco. The city experienced steady growth from its inception until World War II, when the influx of military personnel spurred rapid expansion. Following the post-war housing boom, San Bruno’s population reached approximately 35,000 by the 1960s. Growth has since slowed, with the population now standing at around 43,000 as of 2024. Located in northern San Mateo County, just west of San Francisco International Airport (SFO), San Bruno spans roughly 5.5 square miles. It extends 3.5 miles from the relatively flat eastern areas along Highway 101 to the hilly western neighborhoods on the eastern slopes of the Coast Range, rising nearly 1,200 feet in elevation. The eastern portion is more urbanized with a mix of land uses, while the western part is primarily low-density residential and open space. Key transportation corridors include Highways 101, 280, and 380, El Camino Real, and the Caltrain and BART rail lines.

Purpose

The City of San Bruno is seeking proposals from qualified consultant teams with expertise in land use planning, housing policy, economic development, financial feasibility analysis, environmental review (CEQA), public engagement, and development process improvement. The selected consultant will assist the City with a multi-year initiative to revise land use, housing, and economic development policies to strengthen the City’s fiscal health and facilitate real estate investment.

Background

The San Bruno City Council adopted a resolution in July of 2025 to launch a major initiative to assess and enhance the City’s long-term fiscal health through strategic land use, housing, and economic development policy changes. Please review the staff report [here](#) and the recording of the presentation [here](#) for more information.

The City’s most recent General Plan update was adopted in 2009. Since then, growth and investment in San Bruno have lagged behind regional peers. Development in San Bruno is subject to [Ordinance No. 1284](#) (adopted in 1977), which requires voter approval for development applications that propose any of the following:

- exceeding 50 feet in height or three stories,
- increasing residential density beyond 1974 zoning levels,
- standalone multistory parking structures, and
- encroachments on designated scenic corridors.

Several areas of the city are subject to ballot measures that have modified Ordinance 1284's requirements, including the Tanforan Shopping Center, the Navy Site Specific Plan Area, and the Transit Corridors Plan Area. Still, specific plans, including the 2013 Transit Corridors Plan (TCP) and 2021 Bayhill Specific Plan, have not yielded the anticipated levels of private development. In addition, the City's [2023-2031 Housing Element](#) (Programs 4f and 5a) requires that the City conduct a ballot measure to allow amendments to Ordinance No. 1284 to expand housing opportunities, including allowing more ADUs/JADUs than required by State law on R-1 and R-2 properties, providing for missing middle housing, and expanding TCP height regulations to the entirety of El Camino Real within City limits.

Desired Product

Revisit and revise City policies, regulations and processes to support transformational economic development and housing opportunities in San Bruno. This is anticipated to include:

- A comprehensive update to the Land Use Element
- Corresponding amendments to other General Plan Elements as needed, such as the Transportation Element
- New, or revised Specific Plans and Municipal Code chapters
- A citywide or area-wide Community Facilities District and/or other viable funding mechanism, to fund infrastructure improvements and service costs of new development
- Environmental Impact Report for applicable parts of this initiative
- Completion of these tasks in advance of a 2028 ballot measure. Note that while the scope of the General Plan and Zoning Code amendments will likely require a ballot measure, preparation of a ballot measure and informational analysis and communications regarding the ballot measure will be completed separately in conformance with California Government Code § 54964.
- Business and community engagement to inform and build support for land use policies
- Concurrently, overhaul of City development review organization and processes

Scope of Services

The following scope of services should be addressed in the proposal and may follow this layout. Alternative scopes that achieve the desired outcome are welcome. At a minimum, the following tasks should be included in the scope of work:

Phase One. Community Engagement, Existing Conditions, and Alternatives

Task 1. General Project Management

Consultant, in coordination with City Staff, is expected to:

- Provide regular communication on project status and schedule updates, project budget, potential issues/challenges, and other items of interest or concern;
- Hold regularly schedule project management meetings;
- Prepare meeting agendas and minutes, and;
- Prepare and manage the project schedule and tracker.

DELIVERABLE: Project schedule and tracker, meeting agendas and minutes, website, and other communications as necessary.

Task 2. Project Kickoff, Tour, and Study Area Refinement

Consultant and City staff will hold a kickoff meeting to introduce key project staff, establish roles and communication procedures, discuss project schedule, and conduct a group tour of San Bruno's major corridors.

The City expects that the study area for the project will be Citywide, with a focus on R-1 and R-2 neighborhoods to implement Housing Element Programs 4f and 5a, and then focusing on studying increased height and intensity regulations within specific plan areas and other mixed/use and commercial properties along San Bruno Avenue and El Camino Real to the east of I-280. The consultant will work with City staff to confirm and map the study area as part of this task.

DELIVERABLE: Kickoff meeting minutes detailing key decisions and processes; a summary of key takeaways from the site tour; draft and final study area map.

Task 3. Community Engagement Strategy, Implementation, and Summary

The consultant team will develop and participate in implementation of a community engagement strategy that engages the business community and residents. The City seeks to broadly engage the San Bruno community in substantive discussions related to proposed land use policies.

Branding

As part of this community engagement strategy, the consultant will work with City staff to develop a clear, compelling, and accessible identity for the initiative that resonates with residents, businesses, and regional stakeholders. Branding materials should include the following:

- Initiative Naming: Propose and refine a set of potential initiative names that are memorable, easy to understand, and reflective of the goals of the project (land use, housing, economic vitality, and long-term fiscal health). The naming process should include engagement with City leadership, key stakeholders, and community members.
- Branding Framework: Create a cohesive visual identity package, including logo concepts, color palette, typography, and design guidelines for print and digital applications. Branding must be accessible and adaptable for multi-lingual communication, particularly English, Spanish, and potentially Mandarin and Cantonese.

Community Engagement

The Community Engagement Strategy should include a speaker series to inform residents on relevant topics as well as a mix of other formats that could include focus groups, open houses, a potential citizens advisory committee, website materials, online surveys, and pop-ups. Translation of key outreach materials and interpretation services for monolingual Spanish (and potentially Mandarin and Cantonese) speakers will be necessary.

Overall, outreach is intended to:

- Inform the public about the City's existing and long-term fiscal situation, and the projected fiscal benefits of private sector real-estate investment on the City's ability to maintain and improve services for the entire City;
- Inform the public about best practices regarding multi-modal transportation, housing development, parking, retail districts, urban design, and open space. This information should provide a basis for further discussions on appropriate land uses, design strategies, and transportation;
- Educate the public about financial concepts that drive the success of development proposals (project value vs. project costs), including how the City can strive to reduce soft costs to increase profit margins and make development in San Bruno more feasible;
- Create meaningful opportunities for community members to identify successes and challenges from previous plans, goals of and concerns around possible future changes, and ways to prioritize and rank strategies for the next phase of the plan development;
- Establish a feedback mechanism so that each stage of outreach is summarized and responsive to the previous input received, and;

- Identify opportunities for and impediments to development and the concerns and interests of adjoining property owners and residents. Informative public messaging on development intensity should be included.

Engagement should be maintained throughout the duration of the project to build and maintain support.

For budgeting purposes, consultant proposals should consider the tools, meetings, hearings, and surveys described below as a starting point for the outreach strategy, although the City welcomes proposals that incorporate alternative outreach methods as well. Proposals should account for the provision of outreach materials in English and Spanish (and potentially Mandarin and Cantonese). Consultant participation is anticipated in each event described below unless noted otherwise.

- Website: Comprehensive and accessible website maintained by the consultant team
- Speaker Series: A speaker series that includes 2-3 events to inform the public about key fiscal and/or planning topics. The suggested format for these events would be a presentation and moderated discussion by subject-matter experts followed by Q&A and potentially small group discussions.
- Community Meetings/Open Houses: At least four community meetings to receive feedback and present options at key phases in the project timeline;
- Public Hearings: A total of ten potential public hearings;
- Surveys: At least two online surveys;
- Pop-Ups: At least four pop-ups at community events; and
- Outreach Kit: An outreach kit with materials for City staff to attend community events, conduct pop-up meetings at already established events, or meet with interested neighborhood and community groups.

DELIVERABLES:

- Three to five initiative name options, with rationale and stakeholder feedback summary;
- Final selected initiative name;
- Branding package (logo files in multiple formats, typography, color palette, design guidelines);
- Website content and updates;
- Draft and Final Community Engagement Strategy Document;
- Draft and Final Materials and Presentations for all proposed engagement events;
- Draft and final surveys;
- Draft and final outreach kit;
- Community Engagement Tracking and Contact Sheet;
- A summary report of the outreach conducted, including the best practices discussed, and feedback/conclusions from the public outreach, including identified successes, failures, and priorities for the future.

Task 4. Existing Conditions and Economic Analysis

The consultant team will gather and review relevant existing plans and studies, recent and proposed development activity, and existing conditions information related to:

- Existing land uses, regulations, and property ownership,
- transportation and parking,
- infrastructure,
- open space,
- fiscal analysis of existing City revenue sources and expenditure patterns, including property tax, sales tax, transient occupancy tax, fees, and service costs related to public safety, infrastructure maintenance, and community services, and
- demographic, economic, and real estate market trends.

As part of this task, the consultant team will build upon the recently prepared TCP Fiscal Assessment to provide a comprehensive evaluation of demographic, economic and real estate market trends that inform land use opportunities in the study area. This task will identify opportunities, constraints, and policy considerations that influence the City's ability to attract and sustain desired types of development, including mixed-use, residential, office, retail, and hotel projects.

DELIVERABLE:

- Summary report of existing conditions or standalone memos by subject area

Task 5. Land Use Alternatives and Fiscal Analysis

The consultant team will prepare at least two alternatives for community consideration in response to the existing conditions analysis and previous community feedback. Alternatives should be presented at a Community Workshop, Planning Commission, and City Council to determine a preferred alternative.

As part of the alternatives analysis, the consultant team will prepare a fiscal impact analysis to evaluate how proposed alternatives will affect the City's long-term fiscal health. The analysis will assess the net fiscal impacts of new development scenarios on municipal revenues and expenditures, with a focus on identifying strategies, like Infrastructure/Service Funding Districts, that enhance fiscal sustainability while supporting housing and economic development goals. The City expects the consultant to develop and test at least two land use scenarios, each of which should estimate development buildout, associated service demands, and resulting fiscal outcomes over a defined planning horizon.

DELIVERABLE:

- Draft and final summary report of the alternatives proposed, outreach conducted, fiscal analysis, and feedback received, leading to a preferred alternative.
- Draft and final Fiscal Impact Analysis Report summarizing findings, scenario comparisons, and fiscal implications;
- Policy recommendations and summary presentation to staff, the community, Planning Commission, and City Council.

Phase Two: Final Plan(s) & Environmental Review

Task 6. Develop Plan Framework

Based on direction from decision-makers on the alternatives identified in Task 5, the consultant will prepare a Plan Framework for review and adoption. The Framework may be the basis for a combination of implementation efforts, such as amending existing zoning, amending existing Specific Plans, and amending or creating a new Land Use Element of the General Plan. It should be detailed enough to allow for the commencement of environmental review. The Framework shall be reviewed by the Planning Commission and adopted by the City Council.

DELIVERABLE: A short report describing the Plan Framework.

Task 7. Prepare the Draft Land Use Element, Specific Plan Amendments, and Municipal Code Amendments

The Consultant will prepare the Land Use Element amendment, other necessary General Plan Element amendments, and all necessary new, or modified Specific Plans, and new or revised Municipal Code chapters.

DELIVERABLE: Admin Draft and Final Draft:

- General Plan Amendments,
- New and/or Amended Specific Plans, and
- amended Municipal Code chapters

Task 8. Infrastructure/Service Funding Districts

To implement the Plan amendments finalized in Task 7, the consultant will assist the City in preparing the legal and financial documentation necessary to establish sustainable funding mechanisms to finance infrastructure and municipal services related to new development. The City anticipates formation of a Community Facilities District (CFD) but is open to evaluating other tools such as Enhanced Infrastructure Financing Districts (EIFDs) or similar mechanisms.

The consultant will:

- **Documentation Preparation:** In coordination with City staff, the City Attorney, and bond counsel, prepare draft and final legal and financial documents required to initiate formation of a CFD (and/or other mechanism). This may include resolutions of intention, boundary maps, rate and method of apportionment, cost estimates, and supporting financial models.
- **Compliance Review:** Ensure that all documentation complies with applicable state statutes, City requirements, and best practices for fiscal transparency.
- **Formation Roadmap:** Provide the City with a clear outline of procedural steps, timeline, and required actions by the City Council and property owners to complete district formation.

DELIVERABLES:

- Formal documents for the creation of a CFD or establishment of parcel tax or other mechanism.

Task 9. California Environmental Quality Act (CEQA) Clearance

A new programmatic EIR is expected, with the intent that this environmental document is prepared in a manner to streamline the CEQA review of subsequent development projects in the Plan area.

The Consultant and subconsultants shall prepare all documents, including required forms and notices for the environmental review of the Plan. Typical tasks include:

1. Prepare the Project Description, and Notice of Preparation
2. Facilitate the Scoping Meeting
3. Prepare Technical Studies as needed
4. Prepare Administrative Draft EIR
5. Prepare Screen-Check EIR
6. Prepare Published Draft EIR
7. Prepare Notice of Availability/Completion
8. Prepare Administrative Final EIR
9. Prepare Screen-Check Final EIR
10. Prepare Published Final EIR
11. Prepare Mitigation, Monitoring, and Reporting Program
12. Prepare draft CEQA Findings
13. Prepare Notice of Determination

DELIVERABLE: Items 1-13 above.

Task 10. Prepare the Final Plan, Amendments, and Final EIR

The consultant will prepare the Final Plans and Amendments and Final EIR including any General Plan Amendments, for adoption based on feedback from the community, Planning Commission, and City Council.

DELIVERABLE: Final Land Use Element and General Plan Amendments, Final Specific Plans or Specific Plan Amendments, Final Municipal Code Amendments, and Final EIR.

Phase Three: Process Improvements

Task 11. Development Review Process Improvement

The consultant will assess the City's current development review procedures and recommend improvements to reduce the impact of development review processes on the soft costs of investors. This task should focus on both internal processes (interdepartmental coordination, staffing, workflows, timelines) and external processes (application submittals, approvals, transparency, and customer experience) with the goal of City staff acting as shepherds of projects rather than gatekeepers. The consultant should draw on best practices from comparable cities and propose changes that balance efficiency, predictability, and stakeholder input. This task can be sequenced concurrently with other phases

The City's intent is to overhaul City processes as necessary through:

- **Process Audit:** Review the City's current entitlement, permitting, and review procedures, including interdepartmental coordination (Planning, Building, Fire, Engineering, Legal, and others as applicable). Identify redundancies, bottlenecks, and opportunities for streamlining.
- **Benchmarking and Best Practices:** Compare San Bruno's development review processes to peer jurisdictions and highlight innovative or effective practices that could be adapted locally.
- **Policy and Regulatory Alignment:** Evaluate whether existing codes, guidelines, and procedural requirements support or hinder the City's stated objectives for housing production, commercial investment, and fiscal sustainability.
- **Technology and Transparency:** Assess opportunities to enhance the use of technology (e.g., online permitting, project tracking, innovative plan check technology) to improve transparency and communication with applicants and the public.
- **Recommendations:** Prepare specific, actionable recommendations for procedural changes, organizational improvements, staffing strategies, departmental reorganization or restructuring, or technology upgrades that would facilitate desired development outcomes while maintaining compliance with legal requirements and community priorities.

- **Implementation Strategy:** Provide a phased roadmap for implementing recommended improvements, including resource needs, staffing implications, and suggested performance metrics to track progress.

DELIVERABLES:

- Development Review Process Audit Report;
- Benchmarking and best practices summary;
- Draft and Final Recommendations Report;
- Implementation roadmap with phased actions, staffing/resource needs, and performance metrics.

Selection Process

The successful consultant(s) will be dependable, cost-effective, and provide consistent high-quality support, meet expected turnaround times, and provide excellent internal and external customer service.

The RFP process will establish a ranking based on how each submittal meets requirements of the RFP. The applicant shall conform to the RFP 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 of the RFP 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 RFP content and requirements.
- Demonstrated ability and specific experience in developing long-range planning documents, including specific plans and general plan updates, and performing the associated community outreach, economic, and environmental analysis.

- Demonstrated ability and specific experience to prepare materials to establish infrastructure/service funding districts.
- Prior experience and ability to work with governmental agency staff and direct interactions with community members and other stakeholders.
- Strength of written and verbal communication/presentation skills.
- Availability and depth of staff and resources to deliver quality products on schedule.
- Qualifications and experience of the firm's key personnel.
- Demonstrated professional work examples with beginning and end dates of consultants' project involvement.
- Clear Cost Proposal.
- Availability to begin work in January 2025.

Additional Information for Consultants

Qualified firms responding to this RFP must focus their responses with specificity describing the expertise, direct involvement and experience of the team to be allocated for completing the requested services. If there are any exceptions to the core of requested services, the Consultant shall list said exceptions in their Responses.

Timely monthly invoices will be required, using coding provided by the City.

- The City will assign work to any of the selected Consultants for each topic area, as is deemed necessary and appropriate by the City.
- The City reserves the right to contract with additional Consultants.
- The City will consider responses to provide all or a part of any services identified in this RFP.

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.

Consultants are required to sign the Agreement to Consultant Services (Attachment 2) and Acknowledgement Form (Attachment 3) upon selection for services.

Subcontracting

For specialized work for which the prime consultant shall require a sub-consultant, the prime consultant shall serve as an administrative liaison between the City and the sub-consultant. The prime consultant should focus on the General Plan and Specific Plan updates and may select another firm to partner with, or subcontract out, to complete other associated tasks.

The prime consultant may utilize the services of specialty subconsultants on those parts of the work that, under normal contracting practices, are performed by specialty subconsultants. Unless a specific subconsultant is listed by Bidder, Bidder is representing to City that Bidder has all appropriate licenses, certifications, and registrations to perform the work hereunder. After their submission, the Bidder shall not award work to any unlisted subconsultant(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of his/her subconsultants and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relation between any subconsultant and the City.

Available Resources

The following resources are available which provide additional research necessary to properly scope this request for proposals.

- City Council Packet including Land Use, Housing, and Economic Development Initiative and TCP Fiscal Assessment Report: <https://www.sanbruno.ca.gov/AgendaCenter/ViewFile/Agenda/07222025-2392>
- Adopted General Plan: <https://www.sanbruno.ca.gov/629/General-Plan>
- Adopted Housing Element: <https://sanbruno.ca.gov/DocumentCenter/View/5944/2023-2031-Housing-Element?bidId=>
- Transit Corridors Plan: <https://www.sanbruno.ca.gov/634/Transit-Corridors-Plan>
- Bayhill Specific Plan: <https://www.sanbruno.ca.gov/618/Bayhill-Specific-Plan>
- U.S. Navy Site Specific Plan: <https://www.sanbruno.ca.gov/635/US-Navy-Site-Specific-Plan>

Proposed Schedule

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

Date	Task
October 29, 2025	Issuance of RFP
November 10, 2025 at 2 pm	Pre-proposal Conference Zoom Information: Meeting ID: 823 3158 2264 Passcode: 567765 Link: https://sanbruno-ca-gov.zoom.us/j/82331582264?pwd=g6Lg5BdLJqgjkhyvX8wDVI6nu5dSUD.1
November 14, 2025 by 5 pm	Deadline for Questions
November 21, 2025	Answers to Questions Published
December 5, 2025 by 5 pm	Proposals due
December 15 or 16, 2025	Tentative Interview Dates

Questions

Address responses to RFPs and questions to:

Kelly Beggs, Assistant Community Development Director

kbeggs@sanbruno.ca.gov

Written questions must be received by **November 14th, 2025 at 5 pm**. 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 RFP are made, a copy of the current RFP will be posted on the City of San Bruno's [Contract Bid & RFPs webpage](#).

Confidentiality of Responses

California Government Code Sections 62500 et 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 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 response, 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 response 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 response 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

Attachment 1 – RFP Format and Submission Requirements

Responses shall be submitted by: December 5th, 2025 at 5:00 p.m. **VIA EMAIL** to:

Attention: Kelly Beggs, Assistant Community Development Director

Email: kbeggs@sanbruno.ca.gov

Qualified firms should respond to this RFP with all the items listed in this section.

1. **Title Page.** Include the following: RFP subject, name of prime consultant, primary contact person, title, address, phone number, email address, and submittal date.
2. **Letter of Transmittal.** Include a letter describing the Proposer's qualifications, including information such as form of organization, length of time in business, office location(s), number of staff and a general summary of qualifications documenting the strengths of the firm or person, areas of expertise, and licensing. Include name, email address, and phone number for the firm's contact person. Consultants/firms submitting responses in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist concerning the firm, its management, employees, or other persons relative to the services to be awarded pursuant to this RFP. If a team/firm has no conflicts of interest, a statement to that effect shall be included in the letter of transmittal.
3. **Approach and Scope of Services.** Describe the Proposer's understanding of the project as outlined in this RFP, the background documents described and linked in this RFP, any publicly available information, and provide a thorough explanation of the proposed approach for the project. Describe the work program to accomplish the Scope of Services described above. The work program shall provide a detailed description of the work to be accomplished and deliverables.
4. **Budget and Schedule.**
 - a. Outline an anticipated budget for the project, by task, including all staffing costs, as well as expenses and assumptions. The budget should assume public meetings as well as sufficient meeting time to coordinate adequately with staff, costs per meeting for additional meetings (if necessary), and costs for any suggested optional tasks.
 - b. Depict a schedule for the proposal to identify the overall timeline for the project, including key milestones and deliverables, as well as public outreach efforts.
5. **Table of Key Personnel.** Identify the key individuals to be assigned to the project (by name and position) and describe the role of each individual. The consultant must also provide experience summaries of these key individuals, describing for each individual their previous experiences on similar projects in similar roles, their educational background, and their length of tenure with the organization. Provide resumes and rates for each Key Personnel member (no more than one page per resume).
6. **Relevant Experience.** Include relevant project experience based on the specific team members included in this RFP. Project experience shown must reflect on all team members and be related to the key individuals proposed.

7. **References.** Provide an overview of the proposer's experience and history in performing this type of work in California. Provide at least three references from local government clients for whom the consultant has rendered similar services recently.
8. **Standard Agreement Acknowledgement.** A signed copy of the Acknowledgement (Attachment 3) that the consultant agrees with the City's Standard Professional Services Agreement without any changes.
9. **Litigation and Criminal Investigation.** A Statement responding to the Litigation and Investigation Questionnaire (Attachment 4).

Attachment 2 - Template for 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, b) Commercial General and Automobile Liability insurance in an amount not less than two million dollars per occurrence, and c) 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.
- 21.1 **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.

- 21.2 **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.
- 21.3 **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:
- 27.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 27.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 27.3 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.
 - 27.4 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.
 - 27.5 The parties shall equally bear the costs and fees of any third party in any alternative dispute resolution process.
 - 27.6 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.

Attachment 3 - 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 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).