



## **REQUEST FOR PROPOSALS**

**IN PARTNERSHIP WITH  
THE CITY OF EAST PALO ALTO  
AND THE COUNTY OF SAN MATEO**

**TO DEVELOP ENVIRONMENTAL JUSTICE ELEMENTS**

Deadline for Submission:  
5:00 PM on Thursday, December 22nd, 2022

City of Burlingame  
Community Development Department – Planning Division  
501 Primrose Road  
Burlingame, CA 94010  
[www.burlingame.org](http://www.burlingame.org)

## **A. INTRODUCTION**

*This Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. We welcome input and recommendations from the consultants on this work if items have been missed, are duplicative, or could be organized in a different manner for better outcomes. Due to the added complexity of a multi-jurisdictional project, we have provided guidance and suggestions; however, we want the consultants to use their expertise when recommending their scope related to deliverables, process, public engagement components, and equity outreach.*

## **B. PROJECT OVERVIEW**

This Joint Request for Proposals is being released by the City of Burlingame in partnership with the City of East Palo Alto and the County of San Mateo. Together, the three jurisdictions seek to retain a Consultant (or consultant team) to create or update their Environmental Justice (EJ) Elements and/or Environmental Justice General Plan policies to comply with Senate Bill 1000 (Government Code § 65302(h)) and advance more livable, healthy and just communities.

SB 1000 requires Environmental Justice Elements or policies incorporated elsewhere in a jurisdiction's General Plan to address the following topics:

- Pollution exposure including air quality, water quality, and land use compatibility
- Public facilities
- Food access
- Safe and sanitary homes including housing location, quality, and affordability
- Physical activity including accessibility to public transit, employment, and services
- Additional unique or compounded health risks including climate vulnerability (i.e., high fire threat areas, sea level rise, high flood or seismic risk areas, etc.)
- Civic or community engagement
- Prioritization of improvements for disadvantaged communities

*The following scope should be undertaken with these requirements in mind.*

The joint RFP has been developed as a project of "[21 Elements](#)," an ongoing collaboration between the jurisdictions of San Mateo County. As the technical assistance lead for 21 Elements, Baird + Driskell Community Planning (B+D) has worked with the three participating jurisdictions to develop this joint RFP and its draft scope, and will continue to be engaged throughout the process to support cross-jurisdiction collaboration, manage the joint contract with the selected Consultant, and ensure that the project remains on-time and on-budget. The role of the B+D Project Manager is defined further in each task area of the scope. Consultant proposals should factor in the B+D role but do not need to include it in their cost proposal.

The scope is organized into four key tasks, each including multiple sub-tasks:

- Task 1. Project Coordination and Communication
- Task 2. Community Engagement and Equity Approach
- Task 3. Environmental Justice Existing Conditions: Data, Maps and Indicators
- Task 4. Environmental Justice Elements: Development and Adoption

Importantly, each of the participating jurisdictions have differing levels of need related to specific tasks in the scope of work. The table below outlines those needs and should be factored into proposal responses,

including level of effort and budgeting.

Jurisdiction	Focus of Effort	Notes
Burlingame	Update to existing “Healthy People, Healthy Places” Element	Initial screening identifies a small portion of the city as having a disadvantaged community susceptible to EJ issues. The work effort will be focused in this area, both in terms of analysis/ documentation and engagement of impacted communities in defining priority policies and programs for the updated element.
East Palo Alto	Update to existing “Health & Equity” Element	Because this will be an update to an existing element, adopted in 2016, the city anticipates a more limited need related to data and mapping to document EJ issues, but is looking for updates to reflect new requirements and a more robust work effort to support engagement of EJ communities in understanding key issues and prioritizing policies and programs. In particular, focus will be on analysis and engagement related to the introduction of housing in the Ravenswood District—parts of which are under active environmental remediation.
San Mateo County	Full Scope to develop a new Environmental Justice Element	San Mateo County serves a diverse set of communities across a wide geography, from small rural communities to urban communities. The work effort, from analysis to engagement, must factor in the disproportionate impacts by race, gender, income, age, ability, etc. as well as by location. Of the three participating jurisdictions, the work effort to develop a new Environmental Justice Element that responds to the diverse communities and needs across the county will be the largest.

Particular attention should be given to the equitable engagement of communities impacted by environmental justice issues, and to meaningful partnership with community-based organizations (CBOs) in designing and implementing a targeted community engagement strategy, as discussed in Task 2.4 and called out in the budget section, in which funding for CBO engagement is called out in a separate line item.

## C. SCOPE OF WORK / TASKS

### Task 1. Project Coordination and Communication

*The work effort is being undertaken as a collaborative endeavor of the three participating jurisdictions. It will be important to support continued dialogue, shared learning and collaboration across the jurisdictions while also ensuring that the resulting EJ elements meet the specific needs of each jurisdiction and requirements of SB1000. To that end, the scope anticipates joint meetings over the course of the project’s work as well focused meetings with each jurisdiction.*

### **1.1 Joint Steering Committee**

The participating jurisdictions anticipate meeting approximately once per month over the course of the project to coordinate work efforts and leverage the value of a joint effort in terms of shared learning, collaborative problem solving and efficiencies of scale. The exact number and timing of meetings may be determined by the Consultant, with meetings held in person or via video conference (likely a mix). The Consultant shall collaborate with the B+D Project Manager to develop and agree upon the meeting scheduling, agendas, materials and key decisions and discussion items. The B+D Project Manager will coordinate scheduling logistics. Input and recommendations from community engagement will be incorporated as appropriate. After each meeting, the Consultant will provide a summary of key points, actions items, and decisions. The B+D Project Manager will facilitate the meeting overall, while the Consultant will present their work products and related discussion items.

### **1.2 Jurisdiction-Specific Check-ins**

The Consultant will meet with key staff from each of the participating jurisdictions to present and discuss jurisdiction-specific work products; review and coordinate community engagement efforts, engage board/council and relevant commissions (e.g. via study sessions) as appropriate, and address jurisdiction-specific project issues, needs, and opportunities. These check-ins will occur on an approximately monthly basis, but may vary depending on the project schedule and milestones. The exact number and timing of check-ins may be determined by the Consultant. The B+D Project Manager will help coordinate check-ins, ensuring that jurisdiction needs are being met, and participate on an as-needed basis. However, the Consultant shall have primary responsibility for check-in agendas, presentation and follow-up.

### **Key Deliverables**

- **Joint Steering Committee Agendas, Meeting Materials and Action Summaries**
- **Jurisdiction Check-in Agendas, Materials and Action Summaries**

## **Task 2. Community Engagement and Equity Outreach**

*The following scope outlines core expectations for community outreach and engagement, with a strong focus on ensuring the meaningful engagement of Environmental Justice communities. The Consultant should review these and add, augment or revise in order to recommend the engagement approach that they believe will be best for the project. In particular, the Consultant should have a deep understanding of how environmental justice issues intersect with social vulnerability and inequity and should be skilled in meaningfully incorporating public feedback into the technical work effort and outcomes, demonstrating an ability to respectfully and deeply listen/collaborate with community-based organizations and residents.*

### **2.1 Community Engagement Plan**

Based on input from the Joint Steering Committee, initial equity-focused outreach, the scan of EJ data to identify/confirm disadvantaged communities (Task 3.1), and related engagement efforts and tools in-place across the jurisdictions, the Consultant will develop an Community Engagement Plan that details the sequence of planned engagement tools and activities; defines the coordination and timing of engagement work in relation to technical tasks; and ensures strong representation of disadvantaged community groups in the development of the EJ elements. The plan will outline details about the outreach objectives, activities, target groups, methods, performance metrics and schedule. It will also identify roles for the Consultant, jurisdiction staff, Community-based Organizations (CBOs), community members, elected officials, other relevant agencies and stakeholders, and the B+D Project Manager. Attention should be given to the role of CBOs in the engagement effort, with appropriate compensation for their time and work built into the project budget (see Task 2.4).

The plan will include a description of how the multi-jurisdiction collaboration will be branded and the responsibility of participating jurisdictions in supporting outreach and engagement. It should include a plan for incorporating community input and feedback throughout each stage of the process, be transparent about key decision points in the timeline, and outline a process/product for reporting back to the communities after input was or was not included.

In particular, the engagement plan must ensure a strong equity-focused outreach effort, with flexibility for individual jurisdictions to include a more robust level of engagement via add-on tasks. The process of developing the Community Engagement Plan should incorporate opportunities for input and feedback from CBOs as well as the Joint Steering Committee and B+D Project Manager. Please note that this joint work effort to develop EJ elements and policies will be roughly in parallel with another joint work effort to develop Safety Elements for multiple San Mateo County jurisdictions (the County and East Palo Alto along with Atherton, Belmont, Brisbane, Half Moon Bay, Pacifica and San Bruno). To the extent feasible, the participating jurisdictions are hopeful that a coordinated outreach effort might be possible that could support both areas of work, helping to achieve efficiencies, leverage resources and be respectful of community members' time (in particular the time of CBO partners who may need or want to be engaged in both work efforts).

In light of all the preceding, the Consultant is encouraged to share thoughts on what an effective engagement strategy could or should include based on past experience in environmental justice planning and action and their understanding of San Mateo County and the needs of each jurisdiction.

## **2.2 Education and Outreach Materials**

Working with the Joint Steering Committee and CBO partners, collect existing information resources and identify needs for additional information and resources to support community education and engagement efforts. Based on the assessment, create educational materials (e.g., slide decks, short video, handouts, etc.) for use in community outreach and engagement, including materials that jurisdictions and CBO partners can easily customize and/or integrate on their websites to help their communities and decision makers understand environmental justice issues, how those issues impact their community, and why addressing these issues is important to everyone.

We envision an online platform for information sharing, education and engagement that is shared across the participating jurisdictions but which can also be tailored to jurisdiction-specific information and engagement, similar to the [“Let’s Talk Housing”](#) platform built by 21 Elements to support countywide engagement in the Housing Element process.

Materials should aim to be jargon-free, visually compelling, and accessible at a basic reading level in addition to being ADA-compliant. Core materials should be provided in English and Spanish, with web-based information translated via translator widgets to Spanish, Tongan and both simplified and traditional Chinese.

Draft materials should be reviewed by CBO partners, the Joint Steering Committee and the B+D Project Manager prior to being finalized and distributed.

## **2.3 Community-wide Engagement**

Partner with jurisdiction staff to host and facilitate at least one community-wide workshop in each community on environmental justice issues, data and priorities for action, providing for both in-

person and virtual participation. For the County, due to its geographic size, this will require two large-format workshops (for a total of 4 workshops). Depending on health directives in place at the time of workshop implementation, the workshop format may be a mix of virtual and/or in-person, with the overarching goal of supporting both broad and meaningful engagement. The Consultant should plan for in-language interpretation to support engagement of Spanish-speaking residents. Other language interpretation needs will be addressed on a jurisdiction-specific basis, with support from the jurisdiction. The B+D Project Manager will support the overall community-wide engagement effort (for example, in reviewing draft materials) but the scheduling, format selection and promotion of each workshop will be coordinated by the Consultant directly with jurisdiction staff.

## **2.4 Equity-focused Engagement**

The meaningful involvement of those who are disproportionately impacted by environmental health risks and other harm must be at the core of the planning process. Informed by the EJ data analysis and mapping, the Consultant will work with staff from participating jurisdictions, community-based organization (CBO) partners, and the B+D Project Manager to identify groups and individuals affected by EJ issues and develop a robust process for engaging them in the EJ Element process, which will be outlined in the Community Engagement Plan (Task 2.1). To ensure that CBO partners are fairly compensated for their time and expertise, we anticipate a minimum of 10% of the overall project budget being allocated for this purpose.

The equity-focused engagement strategy should ensure the participation of these groups and individuals in understanding EJ principles and SB 1000 requirements; providing feedback on data analysis and findings; shaping the EJ Element's policies and priorities for action; and identifying strategies for increasing civic engagement among EJ communities, including engagement of these groups in implementation of the EJ Element's priorities. Equity-focused engagement should be carried out in partnership with CBOs, with payment provided for their work effort, and in formats that work for the populations being engaged, including but not limited to in-language engagement, focus groups, "pop-ups" at parks, grocery stores or other venues, and integrating with existing community meetings and events. Participation of engagement-focused CBOs in helping to strategize and carry out this work is highly encouraged.

While the work effort to effectively engage EJ communities in this process will vary by jurisdiction (especially for the countywide work with San Mateo County, and the desire to have a robust engagement effort in East Palo Alto), the Consultant should assume approximately three equity-focused engagement events or activities for each jurisdiction as a base, for a total of nine (understanding that some events could be multi-jurisdiction).

As described in Task 2.1, the work to develop EJ elements and policies will be roughly in parallel with another joint effort to develop Safety Elements for multiple San Mateo County jurisdictions. In particular, opportunities to coordinate engagement of CBOs and EJ is desired, to the extent feasible, so as to better manage demands on their time and leverage their input.

## **2.5 Joint Staff and Agency Partner Workshops**

The Consultant will create and execute two joint workshops for key staff from the participating jurisdictions and agency partners, building off the introductory training conducted by 21 Elements in July and October 2022. The workshops are envisioned as an opportunity to bring together staff from across the jurisdictions to understand issues of shared concern; deepen their understanding of EJ issues, principles, and practices; collectively review data, community input and trends; and engage in interactive exercises to prototype possible policy and program responses.

The Consultant should propose the timing of the workshops within the overall construct of the proposed project schedule, but generally we envision the first workshop being focused on understanding the data and evaluation of existing conditions, and the second timed to correspond with the identification of priority policies, programs and actions. The workshops should also help ensure that key agency staff are informed about community input and understand their role in supporting a meaningful response. The B+D Project Manager will assist with the review of workshop agendas and materials and help coordinate with the participating jurisdictions on workshop invitations and logistics.

## **2.6 Industry Interviews and/or Focus Groups**

The Consultant will work with the Project Steering Committee, other jurisdiction staff, CBO partners and the B+D Project Manager to convene conversations with local industry and business leaders as well as relevant state/regional agencies (e.g., CalTrans, BAAQMD, DTSC). The purpose of this work is to better understand EJ issues; identify strategies for reducing and mitigating inequitable impacts of pollution and other EJ issues; and identify ways in which EJ communities can better work with industry and regional agencies to address issues of concern. This may also include conversations with “green tech” or “clean alternative” companies and should engage community groups that are involved in these issues as part of the conversation. This engagement will be cross-jurisdiction to the extent practicable, but may involve focused engagement of specific businesses or clusters based on localized geographies and impacts. The B+D Project Manager will provide input on the draft strategy for industry input and engagement (which will be outlined in the Community Engagement Plan), with approval from the Project Steering Committee prior to implementation.

## **2.7 Community Engagement Summary Report**

The activities and knowledge gained through sub-tasks 2.3 through 2.6 should be described and summarized in a Community Engagement Summary Report. The report should provide an overview of the outreach efforts, the input received, and how input was incorporated and responded to in the resulting EJ elements and policies. The report will provide a summary of the input and feedback from all public outreach, including hard-to-reach and underrepresented communities. Activity-specific summaries should be provided after each major touchpoint, cumulating in a final Community Engagement Summary Report in conjunction with the final EJ element deliverables.

## **2.8 County Inter-departmental Sessions and Commission/Board Sessions**

The County requests Consultant support for up to 5 interdepartmental meetings and/or commission and board presentations and engagement sessions (e.g., the youth commission and the newly formed farmworkers commission) in order to seek input and support for proposed policies.

## **2.9 Optional Add-ons**

The Consultant should provide an option for jurisdictions to request additional community workshops, equity-focused engagement and/or other outreach support to ensure broad and deep engagement in the EJ element process.

## **Key Deliverables**

- **Community Engagement Plan** (including equity-focused engagement strategy)
- **Project Website** (for education and engagement)
- **Engagement and Outreach Materials** (draft and final; in English and Spanish; delivered in format that jurisdiction staff can incorporate on websites and easily update. While open to consultant

team input on specific media formats (slides, video, handouts, etc.) all products should be highly graphic and easily understood by the general public)

- **Four (4) Community-wide Workshops** (plan for in-person, but one or more may be virtual; provide for Spanish-language interpretation)
- **Nine (9) or more Equity-focused Engagement Events** delivered in partnership with CBOs. Consultant should propose format of events or provide a menu of options that can be tailored to each community's needs. Budget should be included to compensate CBO partners and/or participants in focus group activities.
- **Two (2) Joint Staff/Agency Workshops**
- **Industry Input / Engagement Activities** (may be combined to address multiple jurisdictions rather than done separately for each jurisdiction. Consultant should propose format, number and timing to support meaningful input and dialogue)
- **Community Engagement Summary Report**, including interim summaries of input following each major set of engagement activities.
- **Five (5) County-specific Interdepartmental Work Sessions and Board/Commission Sessions**
- **Optional Add-on Workshops, Commission/Board presentations, and Other Engagement Events**

### **Task 3. Environmental Justice Existing Conditions: Data, Maps and Indicators**

*Refer to the State of California's General Plan Guidelines for additional guidance regarding analysis requirements and available data sources. Consultants should also propose approaches that expand upon State requirements and this scope language based upon their experience and expertise.*

#### **3.1 Identify/Confirm Disadvantaged Communities and EJ Focus Areas**

The Consultant will review relevant data to identify the disadvantaged communities that will be the focus of the EJ Elements. This will be based on existing datasets/indices and supplemented by local knowledge about population, land use, pollution sources, and sensitive receptors. Once defined, these areas will be vetted with jurisdiction staff and community stakeholders via the jurisdiction staff meetings and engagement activities outlined in Tasks 1 and 2. Draft materials will be reviewed by the B+D Project Manager and then shared with the Joint Steering Committee and jurisdiction teams, including the county's Core Equity Team data committee. This work shall at a minimum include:

- Use of CalEnviroScreen to examine whether the planning areas for each jurisdiction's general plan contains census tracts that have a combined score of 75% or higher, supplemented by data from the CA Healthy Places Index (HPI) and MTC Equity Priority Communities (using the versions that incorporate race-based data).
- Mapping of the household median incomes by census tract (and block group, as needed) in the planning area at or below statewide median income and examine for disproportionate pollution burden.
- Mapping the household median incomes by census tract (and block group, as needed) in the planning area at or below the Department of Housing and Community Development's state income limits and examine for disproportionate pollution burden.
- Incorporating and analyzing community-specific data (e.g., local sources of pollution such as car washes, auto shops, etc.) and examining for additional pollution burden and health risk factors.
- Ground-truthing the preliminary areas of "disadvantage" through community consultations and, based on community input, refining and finalizing for presentation to the Joint Steering Committee.



### **3.2 Indicator List and Data Collection**

The Consultant will review and compile relevant available data that measures and documents the disproportionate impact of environmental pollution and other hazards on lower income populations, as defined in SB1000, and the resulting health effects and outcomes. Following review by the B+D Project Manager, the Consultant will present the draft list of indicators to the Joint Steering Committee (and possibly at the initial Staff/Agency Workshop) as well as to the County's Health Planning and Policy unit and community stakeholders, including CBOs representing EJ communities, for review and refinement to ensure that it reflects the most important EJ issues in each community. Potential indicators for consideration include those listed in the [City of LA's Health Atlas](#).

This task will include collecting additional data from other local, regional and state agencies such as utility districts, CalTrans, Geotracker and EnviroStor for hazardous waste sites, and Aclima/BAAQMD (the Bay Area Air Quality Management District), to access additional, localized data to ensure a complete understanding of potential disproportionate impacts. Input from community engagement should also be factored into the identification and refinement of appropriate indicators. Collected data and relevant documentation regarding its collection and processing should be organized and conveyed to jurisdiction partners to support future updates and evaluation.

### **3.3 Partner Agency Engagement / Coordination with the San Mateo County Health Department and the Equity Team of the County Executive Office**

The Consultant will identify and engage key partner agencies from around the county, including regional and state agencies as needed, such as the California Department of Toxic Substances Control (DTSC), to seek data and input relevant to documenting and measuring environmental risks and identifying and evaluating opportunities for risk reduction. This may be a series of one-on-one calls/interviews or one or more group meetings. Specific effort will be made to coordinate with the County's Health Department and the Equity Team of the County Executive Office staff around data analysis as well as program and policy priorities for the EJ elements. The B+D Project Manager will review the Consultant's partner agency engagement strategy and confirm it with the Joint Steering Committee prior to implementation.

### **3.4 Analysis Results: Data Tables, Maps and Summaries**

The Consultant will prepare maps and data tables documenting the location of disadvantaged communities as well as the nature of their environmental burdens, health risks, and needs for each of the participating jurisdictions for use as a technical appendix, and prepare a concise illustrated narrative with accompanying summary graphics for use in the main text of each jurisdiction's existing conditions report and/or element. Map data will be presented at the census block level as needed to differentiate impacts and environmental burdens, especially in lower density unincorporated communities of the county. The analysis and summary should document and discuss the disproportionate burdens and impacts by geography and key demographics (race, gender, age, etc.) to provide high-level takeaways on disparities and their impacts.

Analysis results and their implications for affected communities, as well as potential policy and action responses, should be incorporated in the project's public education materials, including on the project website and at the community workshops and other engagement activities, with translation as appropriate.

Draft materials will be reviewed by the B+D Project Manager, by each participating jurisdiction and by key CBO partners prior to being publicly posted.

## **Deliverables**

- **EJ Focus Area Maps** (draft and refined; mapped at census block level as needed and refined through community ground-truthing)
- **List of EJ Indicators** (draft and final based on jurisdiction, and partner and community feedback)
- **EJ Data Sets** (along with documentation regarding sources and processing)
- **Existing Conditions Technical Appendix and Narrative Summary for each Jurisdiction** (including data tables, maps and graphics; draft and final based on jurisdiction feedback)

## **Task 4. Environmental Justice Elements: Development and Adoption**

### **4.1 Evaluation of Current Policies, Programs and Practices**

The Consultant will partner with jurisdiction staff to conduct a scan of existing policies, programs and practices to identify current strengths, weaknesses and gaps related to environmental justice, including relevant state and regional policies, programs and practices as needed to ensure a comprehensive understanding of the current environment. Staff in each jurisdiction will assist in identifying the pertinent plans and policies to include in the review. Based on jurisdiction input, the Consultant will then summarize results to highlight areas of comparative strength and areas for improvement for each participating jurisdiction. The draft summaries will be reviewed by the B+D Project Manager and then shared directly with jurisdiction contacts, with key takeaways discussed by the Joint Steering Committee.

### **4.2 Summary of Key Challenges and Opportunities**

Drawing on input from the data analysis (Task 3) and community engagement (Task 2) as well as input from jurisdiction staff and agency partners, the Consultant will prepare a summary of key environmental justice challenges and opportunities for each jurisdiction, including lessons for the cross-jurisdiction collaborative that can be shared more broadly via 21 Elements. While initially delivered as a stand-alone product to inform policy and program development, it will also become a part of the EJ element for each jurisdiction. An initial draft will be reviewed by the B+D Project Manager, with each jurisdiction's draft reviewed by the jurisdiction staff prior to being finalized.

### **4.3 EJ Policies and Programs / Draft EJ Element Development**

The Consultant will develop the draft EJ Element (as a new stand-alone element or, for two of the jurisdictions, an update to an existing element), incorporating material from preceding tasks as appropriate and articulating draft policies, and programs and implementing action priorities, mapped to the summary of key challenges and opportunities. An initial administrative draft (version 1) will be provided for review by the B+D Project Manager; a revised administrative draft (version 2) will then be sent to each jurisdiction team for review and comment; with a public review draft incorporating staff input then provided to CBO partners and the general public. The Consultant will take the lead on documenting, responding to and incorporating public comments, consulting with jurisdiction staff as needed and to confirm changes. A final draft (version 4) will then be prepared for adoption hearings. Following adoption, the final element will be prepared (version 5) to reflect any final changes resulting from the adoption process.

### **4.4 EJ Element Review and Adoption**

The Consultant will support jurisdiction staff through the public review and adoption process, including participation in and presentations at up to two public hearings and providing responses to public and decision maker comments and feedback. For the County, a third hearing will be required

before the California Coastal Commission. The B+D Project Manager will not participate in the hearings, but will be available to review draft materials and support as-needed.

**4.5 Optional Add-ons**

The Consultant should provide an option for jurisdictions to request additional adoption process support, including participation at additional hearings or related work effort.

**Deliverables**

- **Evaluation of Current EJ Policies, Programs and Practices** (memo) for each jurisdiction (draft and refined)
- **Key Challenges and Opportunities Summary** for each jurisdiction, synthesizing information from preceding tasks and providing framework for each EJ Element’s policies and programs (draft and final based on jurisdiction feedback)
- **EJ Element** (new stand-alone element for one jurisdictions (San Mateo County) and updated elements for two jurisdictions (Burlingame and East Palo Alto), including five iterations: two administrative drafts; a public review draft; a final draft; and the adopted element.
- **Presentation** at two public hearings per jurisdiction (three for the County), for a total of seven.

**D. FORMAT OF DELIVERABLES**

Expected deliverables are identified in the preceding Scope of Work section. All documents will be delivered in Microsoft Word format and print-quality Adobe PDF. If alternative formats are preferred or anticipated for specific products, the Consultant will first secure approval from the B+D Project Manager.

**E. BUDGET**

The anticipated budget for completion of this scope is in the range of \$340,000 to \$410,000, inclusive of funding to compensate CBO partners for their time and expertise but exclusive of time for B+D Planning to support project management of the joint effort. The three participating jurisdictions are looking for opportunities for cost efficiencies in undertaking this work together, as well as opportunities for shared learning and collaborative action.

The table below provides a rough estimate of the budget allocation across the participating jurisdictions, reflecting the anticipated level of effort for each, factoring in expected work effort to support cross-jurisdiction collaboration as well as anticipated efficiencies in joint data collection, analysis and outreach/engagement.

Please note that City of Burlingame is serving as fiscal agent for this effort. All contracting, invoicing and payments will be through the City of Burlingame, which will manage the contract in collaboration with the B+D Project Manager. Invoicing will be expected to break out hours by task and jurisdiction (where relevant), but all billing and payment will be via the City of Burlingame.

<b>Approx. Budget Allocation</b>	
Burlingame	~20%
East Palo Alto	~30%
San Mateo County	~40%
Community-based Orgs.	~10%

## F. TENTATIVE SCHEDULE

Following is an overview of anticipated general sequence, overlapping and timing of key activities.

<b>Kick-off, Initial Data Collection; Engagement Plan (2.1, 3.1, 4.1))</b>	February – March 2023
<b>Engagement (2.2 thru 2.6); Indicators and Partners (3.2 and 3.3)</b>	March – October 2023
<b>Summaries (2.7, 3.4, 4.2)</b>	August – October 2023
<b>Element Development (4.3)</b>	September – December 2023
<b>Review and Adoption</b>	January - March 2024

## G. PROPOSAL CONTENTS AND INFORMATION

### Submittal Requirements

The Proposer shall include in its proposal, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the Proposer’s competence and professional qualifications for the satisfactory performance of the services outlined in this Request for Proposals.

- a. **Qualifications and Experience:** The experience and qualifications shall be specified for the firm including its experience working in partnership with EJ communities and work in creating Environmental Justice Elements and related policies that advance healthy and equity. Experience in engaging in multi-jurisdiction efforts such as this should also be highlighted. Include resumes and project experience for the project manager and key staff members.
- b. **Client References:** Provide a minimum of three (3) client references. References shall be California cities or other large public sector entities. Provide the designated person’s name, title, organization, address, telephone number, and a description of the planning services contract(s) that were completed for that client.
- c. **Work Program:** The proposal shall include a work program that identifies process, deliverables, and timing. The work program shall identify any informational sources, documents or other resources that the Proposer assumes that the participating jurisdictions will provide. The work program should clearly state the Proposer’s recommended approach to ensuring equitable engagement and to partnering with community-based organizations that work in and with EJ communities. To the extent feasible, the work program should also identify opportunities for coordination and collaboration with the parallel work effort underway to develop Safety Elements in the county, in particular with regard to community outreach and engagement.
- d. **Cost Proposal:** The Proposal shall provide a total cost (in a not-to-exceed amount) including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work. Cost shall be broken out by task and, where relevant, jurisdiction.
- e. **Terms and Conditions:** The consultant shall state its willingness to accept the terms and conditions in the sample Agreement for Professional Services attached. This is the City of Burlingame’s standard agreement. If there are any terms which cannot be met, the Consultant shall identify them and propose alternative wording if necessary to ensure proper agreement terms.

Proposals are due by **5:00 PM, Monday, December 5th** and shall be addressed to:

Joseph Sanfilippo  
Economic Development & Housing Specialist  
[jsanfilippo@burlingame.org](mailto:jsanfilippo@burlingame.org)

City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

### **Review of Proposals**

After the proposals are received by the City, the City shall a committee of representatives from each of the participating jurisdictions to review and evaluate all proposals for responsiveness to the Request for Proposal and Scope of Work in order to determine whether the Proposer understands the scope of work and possesses the professional qualifications necessary for the satisfactory performance of the services required. The City may further investigate qualifications of Proposers, and the City may require clarifications of proposals directly from one or more Proposers.

In reviewing the proposals to select those firms which will be interviewed, the City may consider the following selection criteria:

1. Understanding of the project's needs and issues to be addressed; quality and effectiveness of the proposed community outreach and engagement program; completeness and responsiveness of the proposal to the project's operational needs.
2. References, qualifications and experience of the firm's project manager and proposed staff, including history of successful completion of similar projects.
3. Availability of project manager and staff to complete work tasks according to project's needs.
4. Cost effectiveness in the performance of similar work for other clients.
5. Depth of community outreach and engagement experience, including in particular work with EJ communities and partnership with community-based organizations.

Upon completion of the interview and any further review and investigation period, the City shall notify the Proposer(s) whose proposals will be considered for further evaluation and negotiation.

### **Award of Agreement**

If the selection committee determines, after further evaluation and negotiation, to award the Agreement, a Professional Services Agreement in standard City form shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the City or its partners until after the Agreement is signed by duly authorized representatives of both the Consultant and the City. Liability and workers compensation insurance in standard City form shall be required for all consultants.

### **Standard Terms and Conditions**

The consultant shall state its willingness to accept the terms and conditions in the sample Agreement for Professional Services attached. This is the City standard agreement and the consultant shall list any

items which cannot be met and the alternative wording if necessary to ensure proper agreement terms. If the City and the Consultant cannot agree on the alternative wording, then the City reserves the right to select another Consultant. The actual agreement that is negotiated will, of course, be more comprehensive in response to the actual proposal.

### **Insurance Requirements**

The selected consultant will be required to furnish evidence of insurance in the following amounts:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001 12 04 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.  
(See sample agreement for details)

**The City reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the City in coordination with its partners, will be based upon a total review and analysis of each proposal and projected costs.**

### **Addenda and Interpretation**

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in by email and deliver the request to:

Joseph Sanfilippo, Economic Development & Housing Specialist  
Community Development Department – Economic Development Division  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Phone: 650-558-7264  
Email: [jsanfilippo@burlingame.org](mailto:jsanfilippo@burlingame.org)

Such requests for clarification shall be delivered to the City at least one week (5 business days) prior to the proposal due date. Any City response to a request for clarification will be made in the form of an addendum to this RFP and will be sent to all parties to whom this RFP has been issued prior to the due date. All addenda shall become part of this RFP.

#### **IV. TENTATIVE RFP SCHEDULE**

December 2, 2022:	RFP Questions Due
December 9, 2022:	Responses to questions provided
December 22, 2022:	Proposals Due by 5:00 PM
Week of January 9, 2022:	Interviews
By end January 2023:	Consultant Selection and Contracting
February 2023:	Project Launch

**For questions regarding this RFP, please contact:**

Joseph Sanfilippo, Economic Development & Housing Specialist  
Phone: 650-558-7264  
Email: [jsanfilippo@burlingame.org](mailto:jsanfilippo@burlingame.org)

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF BURLINGAME  
AND \_\_\_\_\_**

**THIS AGREEMENT** is by and between \_\_\_\_\_ (“Consultant”) and the City of Burlingame, a public body of the State of California (“City”). Consultant and City agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for \$\_\_\_\_\_, including all materials and other reimbursable amounts (“Maximum Compensation”). Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. **Term.** This Agreement commences on full execution hereof and terminates on \_\_\_\_\_ unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the City, shall be requested in writing to the City’s Contract Administrator prior to the expiration of the specified completion date.

4. **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of City. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the City.

5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit B, "City Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to City.

6. **Indemnification.** Consultant shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and



indemnify City shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. **Termination and Abandonment.** This Agreement may be cancelled at any time by City for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that City may condition payment of such compensation upon Consultant's delivery to City of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant's cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of City. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all City property in Consultant's control or possession immediately upon termination.

9. **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, and all ordinances, regulations, and policies of the City. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its

compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and the City Manager, and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement. 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. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** 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, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.** Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.

Capitalized terms refer to the definition provide with its first usage in the Agreement.

When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.

The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.

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.

When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.

Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

**IN WITNESS WHEREOF**, Consultant and City execute this Agreement.

CITY OF BURLINGAME  
501 Primrose Road  
Burlingame, CA 94010

CONSULTANT  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Lisa Goldman  
City Manager

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

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

Attest: \_\_\_\_\_  
Meaghan Hassel-Shearer  
City Clerk

Federal Employer ID Number: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Approved as to form:

---

Michael Guina  
City Attorney

Attachments:  
Exhibit A Scope of Services  
Exhibit B City Insurance Provisions

**Exhibit B**  
**INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance *Coverage shall be at least as broad as:***

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**The City, its officers, officials, employees, and volunteers are to be covered as insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor and on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

### ***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Claims Made Policies (note – should be applicable only to professional liability, see below)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

### ***Verification of Coverage***

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.