



REQUEST FOR PROPOSALS (RFP)

The City of Foster City ("City") is requesting proposals from qualified consulting firms to conduct a:

COMPREHENSIVE DEVELOPMENT IMPACT FEES STUDY

Date of Issuance: April 6, 2021

Due Date: May 7, 2021*

Proposals shall be submitted by qualified consultants that have demonstrated verifiable experience in assessing a comprehensive list of development impact fees, in order to identify and recommend a program of impact fees to be enacted in Foster City that meet the requirements of the Mitigation Fee Act (California Government Code Section 66000 et seq. also known as "AB1600") as well as Proposition 218 and other regulations. Specifically, the study should include detailed and legally defensible justification and analysis, including nexus studies, demonstrating the financial connection between the need for each proposed fee and new development or redevelopment.

The proposals shall be addressed to:

Sofia Mangalam, Planning Manager
City of Foster City
Community Development Department
610 Foster City Boulevard
Foster City, CA 94404

Subject: Response to RFP for Comprehensive Development Impacts Fee Study for City of Foster City

Proposals may be submitted in person at the Community Development Department office (with an appointment previously having been arranged online at <https://app.acuityscheduling.com/schedule.php?owner=19801123&appointmentType=14776773>) or by mail but must be received not later than **5:00 P.M. on Friday, May 7, 2021***. Electronic, faxed or late proposals will not be considered.

All inquiries regarding this RFP shall be directed to Sofia Mangalam, Planning Manager, via telephone at (650) 286-3244, or, preferably, via email at smangalam@fostercity.org.

CITY OF FOSTER CITY



I. BACKGROUND

Foster City is located midway between San Francisco and San Jose on the western shoreline of the San Francisco Bay, east of U.S. 101, which provides convenient access to the San Francisco Airport and San Francisco to the north and Santa Clara County to the south. The City is bisected by State Route 92 (the J. Arthur Younger Freeway), which runs between Half Moon Bay to the west and Highway 880 to the east via the San Mateo-Hayward Bridge. The City encompasses 12,345 acres, of which 9,726 acres are part of San Francisco Bay and Belmont Slough, and 2,619 acres are land area.

The City of Foster City is a full-service, General Law City with a Council-Manager form of government. The City Council also serves as the Board of Directors for the Estero Municipal Improvement District ("District"). The District, although a separate legal entity, encompasses the same geographical area, is inhabited by the same citizens and governed by the same bodies and procedures as the City. The City/District collectively call ("City") has approximately 197 employees who deliver high quality municipal services to its 33,693 residents. The City's fiscal year 2020-2021 appropriations for its General Fund is approximately \$47.8 million.

Foster City currently has impact fees for affordable housing ([link](#)) and park in-lieu ([link](#)) and charges sewer and water connection fees ([link](#)) for new development. The park in-lieu fee was established in 1984 to ensure that new residential developments contribute to the City's park system with park land dedication, credit for on-site

facilities or in-lieu fee payments. Affordable Housing Commercial Linkage Fee was adopted in 2016.

II. SCOPE OF SERVICES

The City is requesting qualified consultants to conduct a comprehensive Development Impact Fee Study to determine the City's development impact fees based on proposed facility and infrastructure requirements and support a citywide impact fee program that meets the requirements of the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as "AB 1600").

Required Services:

- a. Review the following City documents:
 - Current Development Impact Fees
 - 10-Year Capital Improvement Program (CIP)
 - [General Plan](#) and [Municipal Code](#) and other relevant City documents

- b. Findings and Fees: Provide enough information and the necessary findings to help the City determine a full slate of the development impact fees based on the proposed infrastructure requirements to support the City's General Plan growth projections and the City's 10-Year Capital Improvement Plan. The consultant will work with City staff to determine other supporting infrastructure (i.e., equipment, vehicles, etc.) or other operational services that could rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid by development.

- c. Meetings: The consultant shall attend the following meetings, at a minimum. Should the consultant identify a meeting that they feel is necessary to achieve the results and is beyond the meetings described below, they shall describe those meetings in their proposal. Unless otherwise determined by the City, consultant shall plan on meetings being held at Foster City City Hall.
 - Kick-off meeting between consultant and City staff to review objectives of study, agree to methodology, exchange information, timing and schedule for all tasks, and to determine information to be provided by City staff. The interview/meeting with City staff shall include discussion regarding acceptable level of service for specific facilities and functions and the related fees for such services including but not necessarily limited to:
 - Recreation services
 - Water supply
 - Traffic impact
 - Public Safety service
 - Library utilization

- Public Parks and Open Space.
- Childcare
- Meeting to review findings with City staff. Consultant to provide information supporting findings to date and proposed fees.
- At least one City Council meeting to present a draft study report. Discuss methodology, findings, formal presentation, answer questions about finding, collect input for preparation of final report.
- A additional, final City Council meeting to present a final report.

Other meetings:

- Public meetings and outreach to present the draft study report to the community. Meetings to share findings with stakeholders. Consultant to facilitate meeting, provide exhibits and formal presentation, collect input and prepare meeting minutes capturing public input.
 - One additional public meeting.
- d. Consultant shall prepare a Draft Development Impact Fee Study and participate in various presentations to select City staff and the City Council or other interested parties as deemed necessary by staff. Consultant shall collect and document comments and concerns from staff and Council members and incorporate those comments as directed. Consultant shall assist with staff reports and any presentations developed.
- e. Report Deliverables. Prepare draft and final reports to submit to the City containing background information, methodology, findings, and recommendations. More specifically, consultant shall prepare a report containing, but not limited to, the following:
- Background information
 - Description of the overall methodology
 - Supporting justification
 - Recommended Development Impact Fees
 - The analysis and calculations that provide each legal nexus between the recommended fee and the impact created by the new development.
 - The relationship between the fee's use and the type of project on which it would be imposed.
 - The need for any additional facilities and the type of project on which the fee would be imposed. The amount of the fee and the cost of the facility (or portion of the facility) attributable to new development.
 - Identify the purpose of the proposed new fee.
 - Identify how the fee would be used
 - The final report should summarize key results and findings and explain

the methodology used and documentation compliance with the “reasonable relationship” requirements of AB 1600.

- Any additional matters that City staff should be made aware of.

If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant’s proposal.

The City reserves the right to modify the scope of services before the contract is awarded depending on cost and the City’s confidence in the selected vendor.

f. Optional Services:

Consultant shall specify an hourly rate in its proposal for additional services following acceptance of the study such as, but not limited to:

- Consult with City staff on an as needed basis on minor matters relating to implementation and utilization of the study using an hourly rate provided in the proposal.
- Assist the City to defend the fees in the event of an audit or other challenge.
- Updates to the fees, where applicable.

g. Invoicing

Consultant will submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date.

Invoices will contain the following information:

- The beginning and ending dates of the billing period;
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- A Task Summary containing for each work showing the name of the person doing the work, the hours spent by each person, and a brief description of the work.

III. PRELIMINARY SCHEDULE

The following is a preliminary schedule for the project.

Distribution of RFP	April 6, 2021
Deadline to Submit Written Questions	5:00 pm April 30, 2021
Deadline to submit proposals	5:00 pm May 7, 2021*
Award of the contract	June 21, 2021

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City. The deadline for submitting proposals may be extended by 30 days if the City

does not receive adequate responses from qualified firms. Accordingly, the date for awarding the contract will change.

IV. DEADLINE FOR WRITTEN QUESTIONS

All inquiries regarding this RFP shall be directed to Sofia Mangalam, Planning Manager, via telephone at (650) 286-3244, or, preferably, via email at smangalam@fostercity.org before 5:00 pm on **April 30, 2021**. The City will compile a list of written questions with responses and post to the City website within one week. It is the responsibility of consultants to carefully review this RFP and any addenda including checking the City website regularly.

Except as specified above, consultants and their representatives may not communicate with any officer, director, employee, or agent of the City with respect to this RFP except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits consultants or their representatives from making oral statements or presentations in public to one or more representatives of the City during a public meeting. The City will not respond to verbal inquiries and interested consultants are specifically discouraged from contacting the city in person or by telephone during this RFP and selection process.

V. PROJECT BUDGET

All tasks within the enclosed Scope of Services shall be included within the proposal's fee schedule and itemized according to required and optional tasks.

VI. PROPOSAL CONTENT

Consultant proposal must include the following and follow directions outlined in each section below:

1. A cover letter with contact information and a description and statement of the firm's qualifications for this project, as well as those of any subconsultants. The cover letter must be signed and include a statement that indicates that the person signing has the authority to bind the firm and that the firm's proposal will remain good for no less than sixty (60) days from the submission deadline.
2. Project team:
 - Organizational chart of the project team.
 - Names, qualifications and resumes of all project team members who will directly participate in the project.
 - Sub consultants. Identify any sub consultants that would be used and their specific role. (All sub consultant costs, including any markup, must be included in consultant's cost proposals.)

3. Approach to Scope of Services:
 - a. Work Plan and Approach:
 - i. Discuss your firm's understanding of the Scope of Services to be performed.
 - ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to City requests and inquiries, and other issues critical to this project. Specifically address your firm's approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule. In addition, explain your team's ability to adapt to changes in environment and/or existing conditions throughout the process that may affect the program outcome and schedule.
 - iii. Describe the needs from City staff. For example, what City staff expertise is needed and how much time to you anticipate.
 - iv. Identify any "value-added" services that your firm may provide.
 - b. Schedule: Outline a proposed project schedule starting from a kickoff meeting to development of draft documents and final report. Include any significant milestone and resource needs such as staff, meeting space, reports, etc. from the City.
4. Cost Proposal
Please clearly identify all proposed costs and fees associated with the Scope of Work and any additional identified work you believe is necessary to complete the scope of work in form of a flat fee.
5. Qualifications Details
 - a. Provide experience of your firm in creating a Development Impact Fee Study and proposing Development Impact Fees to other similar governmental agencies.
 - b. Provide details of your firm's ability to meet the Scope of Services outlined.
6. References. Provide at least five references of California agencies. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the City's project. References should include the following:
 - a. Name, address, and telephone number of the agency
 - b. Time period for the project
 - c. Brief description of the scope of the review
 - d. Recommended procedures
 - e. Reference contact name, email, and telephone number

VII. CONSULTANT SELECTION PROCEDURE

A. EVALUATION CRITERIA

All proposals will be evaluated using the following criteria:

- Quality and completeness of proposal
- Quality of the proposed services to be provided
- Ability and experience of team members assigned to work on the project
- Technical experience in performing work of a closely similar nature
- Methodology and work program, including knowledge of local needs and the ability to work closely with City staff, the project team, Planning Commission and City Council
- Consultant availability, including ability to attend and make presentations at public, committee, and staff-level work meetings
- Creativity and insight of proposal
- Timing of work program and ability to perform the work within the time specified
- Project cost
- Ability to produce high-quality and easy-to-read graphic information

B. EVALUATION PROCEDURE

Evaluation of the proposals will be performed by City staff who will assess the qualifications, experience and ability to perform the work of each consultant based on the criteria listed above. An oral interview with one or more of firms may be requested after written proposals have been received and reviewed by the City. At the time of the interview, representatives of the consulting firm shall be prepared to clarify and elaborate on the details set forth in the firm's proposal. The City Council, in its discretion, shall ultimately determine to whom to award an agreement, and shall not be obligated to make an award.

VIII. GENERAL INFORMATION FOR PROPOSALS

- The prospective consultant firm shall submit one (1) hard copy **and one (1) soft (digital) copy on a flash drive** of its proposal to the City **not later than May 7, 2021* at 5:00 P.M. Digital copy should also be emailed.**
- Any questions related to the project and/or this RFP shall be directed to the **Project Planner, Sofia Mangalam, who can be reached at (650) 286-3244 or via email at smangalam@fostercity.org.**
- The cover letter of the proposal shall be signed by an authorized official of the firm.

- All costs incurred in the preparation of the proposal shall be the sole responsibility of the consultant.
- The City reserves the right to reject any and all proposals and to request additional information concerning any proposal for purposes of clarification.
- If awarded a contract, the consultant shall maintain insurance coverage, including worker's compensation, reflecting the minimum amounts and conditions specified by the City in the template Professional Services Agreement.
- The terms and scope of the contract will be arrived at on the basis of professional negotiations between the City and the prospective consultant. If the City and the prospective consultant fail to reach a contractual agreement, the City may then renegotiate with any other consultant. Should the City award an agreement and the successful proposer fail to execute that agreement within 20 days, the City may award to another proposer.
- The consultant will comply with access of records, conflict of interest, and other provisions as required.

IX. TERMS AND CONDITIONS

Issuance of this RFP does not commit the City to award a contract for services or to pay any costs incurred in the preparation of a response to this request. The City retains the right to reject any and all submittals. Once submitted, the proposals become the property of the City.

The consultant selected to perform the scope of services described in this RFP will be required to obtain a Foster City Business License. For more information regarding the Business License process, or to obtain a Business License application packet, please visit the City's Business License webpage at: <https://www.fostercity.org/finance/page/business-license-application>.

X. ATTACHMENTS

City's template Professional Services Agreement