



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 09-10426
FOR
TECHNOLOGY CONSULTING SERVICES FOR THE BERKELEY PUBLIC LIBRARY
BRANCH RENOVATION PROJECT

PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide technology consulting services related to the replacement or renovation, expansion and construction of the four neighborhood branches of the Berkeley Public Library located in Berkeley, CA. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, May 12, 2009.** All responses must be in a sealed envelope and have “**Branch Library Technology Planning**” and **Specification No. 09-10426** clearly marked on the outer most mailing envelope. Please submit one original and three (3) copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance/Purchasing
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposals or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact Alicia Abramson, Manager of Library Information Technology, via email at aabramson@cityofberkeley.info no later than 5:00 PM on Friday, April 24, 2009. It is the vendor's responsibility to check for answers to questions or any addenda on the City of Berkeley's website at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. For general questions concerning the submittal process, contact Purchasing at 510-981-7320.

Sincerely,

Sharon Thygesen
General Services Manager

I. BACKGROUND

Since 1893 the Berkeley Public Library (BPL) has had a proud tradition of serving the cultural, informational, educational, and recreational needs of its community. The Central Library and branches serve as an important focal point of civic and social life by providing space for meetings, hosting cultural events, and sponsoring literacy and other community outreach programs. The Central Library, renovated and expanded in 2002, houses the largest percent of the collection, administrative and support units, in addition to fulfilling the role of neighborhood branch for downtown residents and workers. The branch libraries play an equally important role in the community and must be flexible enough to address current and future service needs.

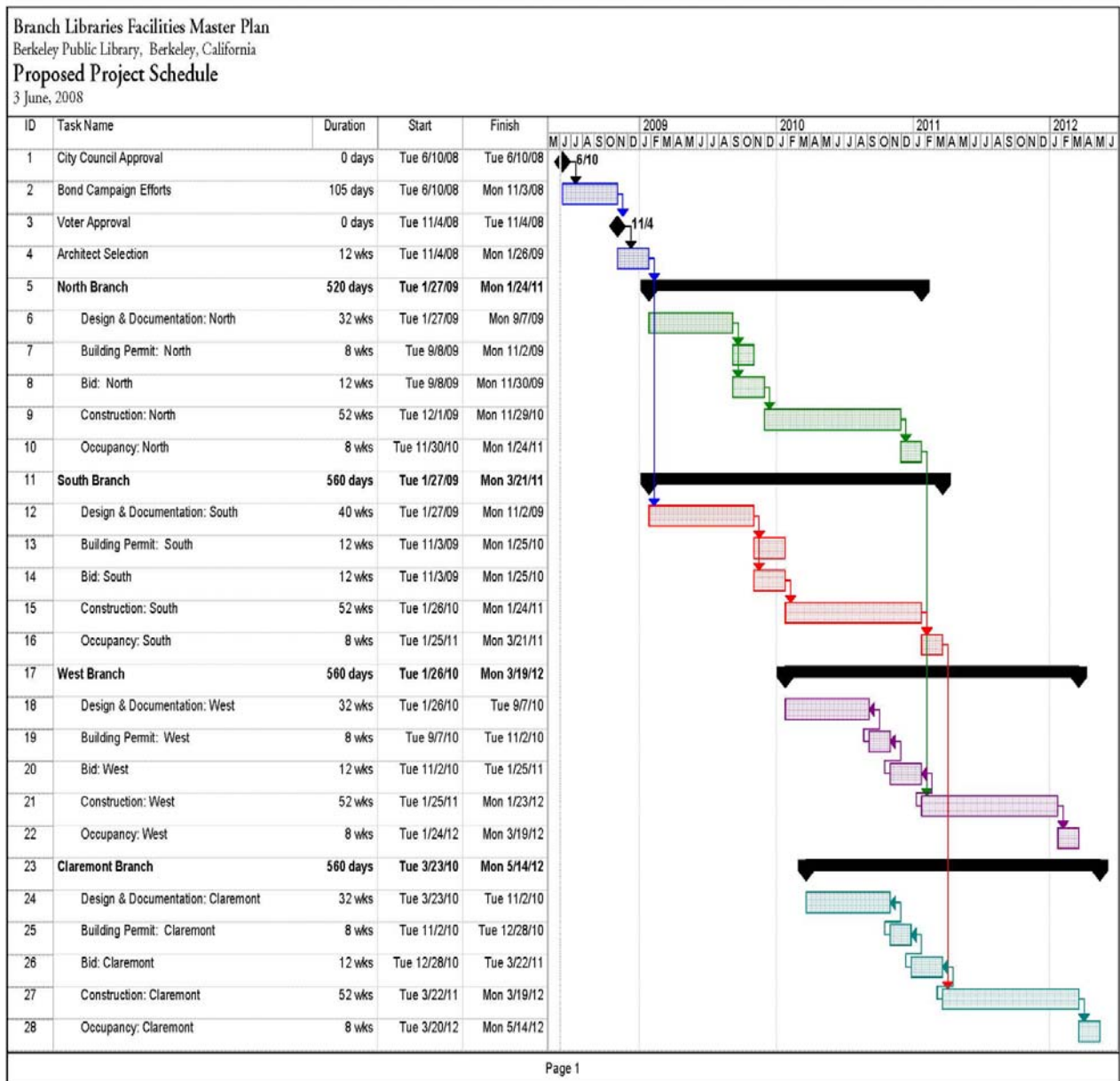
The Branch Libraries Facility Master Plan (available online at <http://tinyurl/bplmfp>), completed in 2008 is the most recent feasibility study assessing the four branches and Tool Lending Library's ability to serve the community. The final report provides an assessment of the physical ability of the branch libraries to serve the needs of the community and the potential of existing facilities to meet future community needs. The full two-volume report is available on the Library's website in electronic format at: www.berkeleypubliclibrary.org, under About the Library, in the Planning folder or in paper at all Library locations.

The final report documented serious physical defects including those related to seismic safety, structural deficiencies, accessibility / disabled access, overcrowding, and infrastructure / code compliance deficiencies. In the Conceptual Design Phase, recommendations for improvements and expansion possibilities were developed for each branch in order to establish baseline costs and project estimates for construction costs. Based on extensive discussions and review of the multiple options developed for each branch and the associated cost estimate for each option, an overall final recommended program was established at the \$26M level. On November 4, 2008, Berkeley voters approved Measure FF, a Library Bond measure not to exceed \$26M to renovate, expand, and make seismic and access improvements at the four branch libraries, including the restoration and refurbishment of historic features.

The Branches of the Berkeley Public Library were all built between 1920 and 1962. Therefore, the technology infrastructure at each facility is significantly deficient. Deficiencies include: a lack of dedicated and secure telecommunications rooms/closets at any branch independent of staff work or break areas; insufficient dedicated power sources for all the required computer and telecommunications equipment; inadequate network and telecommunications cabling infrastructure; cramped and inadequate space for staff work areas and public computer areas sufficient to meet the demand for technology at each location and lack of space or infrastructure for Audiovisual and Multimedia presentations.

The Berkeley Public Library has a long history of community support reflecting the community's belief in the Library as a valuable asset. The Board of Library Trustees, Library staff and many other stakeholders were involved in the development of the Branch Facility Master Plan and the continued contribution of these individuals, stakeholder groups and community partners is presumed. Engagement of the community and Library / City staff, in all aspects is critical to the success of the final product. Community engagement is an essential element of the building project to ensure the branch libraries meet the needs of users and reflect the values of the neighborhoods in which they are located. Coordination with all interested participants will begin in the early stages of schematic design and continue through design, bidding, construction, commissioning, and completion of the project.

A recommended phasing of these four projects was included in the final BLFMP; in November 2008 the Board of Library Trustees confirmed that the South Branch design phase should commence with the issuance of a request for proposals.



I. SCOPE OF SERVICES

OVERVIEW

The scope of work consists of providing a comprehensive set of Technology Consulting & Project Management Services resulting in the development and implementation of a Branch Facilities Strategic Technology Plan (BFSTP). The plan must address incorporating existing technology infrastructure (e.g. WAN connectivity, PBX system, Public Access Wireless Network, Library materials security system, etc.) into the renovated or rebuilt facilities with as well as recommend additional systems that address identified needs. The BFSTP should also address possible future technology infrastructure and/or

systems expansion to accommodate new services not implemented during the current Branch Renovations project. For example, it is anticipated that in the next several years the City of Berkeley will migrate from a digital PBX to a VOIP telephone system and the Library must be able to integrate that system into our infrastructure when it is implemented. For information on the technology initiatives being undertaken by the City applicants should review the City of Berkeley's Information Technology Master Plan: <http://tinyurl.com/cobitmp>.

A Technology Consulting Firm (TC) experienced in library technology planning, implementation and management is required. The TC's involvement and experience on similar size and types of projects is strongly desirable. In the proposal, the TC must demonstrate expertise in state-of-the-art technology systems, as well as their ability to anticipate the directions of development of new technologies and strategic visioning. The TC should also be aware that some of the projects involve integrating the technology infrastructure into historic buildings and therefore must work with the project Architects to ensure that the proposed technology infrastructure plan integrates with and meets all state and local preservation codes and ordinances for historic renovations. Additionally, as these projects are to be LEED Silver the TC is encouraged to incorporate innovative and energy efficient technology and communication systems, including systems that may result in fewer automobile trips by Library staff between the branches and the Central Library to conduct normal business operations.

Because of the interpersonal nature of the work, attitude and commitment, in addition to technical expertise, is important to the success of the projects and sustaining successful working relationships. The TC and its representatives should also be able to clearly communicate about technology with non-technical staff. Close coordination between the project Architects, Design Consultants, Library staff and the TC is essential.

BRANCH FACILITIES STRATEGIC TECHNOLOGY PLAN

As part of the development of the BFSTP, the selected TC will perform the following tasks:

- Conduct a technology needs assessment for each branch addressing staff and public technology needs
- Draft a strategic vision for technology in Branch operations and services
- Plan for incorporating existing infrastructure (e.g. WAN, Wireless, PBX, etc.) and for compatibility with the Central Library's systems
- Address ADA Accessibility requirements throughout the branch for both public and staff computer equipment and workstations
- Define technology requirements for all proposed systems and components
- Create a detailed Project Plan and schedule
- Create a budget for the implementation of the BFSTP at each location
- Identify training and documentation requirements for end of project hand-off

The BFSTP produced by the TC will be incorporated into the Library's 3-Year Technology Plan submitted to the State of California Library in the fall of 2009. A copy of the Library's Technology Plan for 2006-2009 is attached as an addendum to this RFP.

DESIGN DOCUMENTS

The TC will also provide specific design documents detailing the technology infrastructure and systems to the project Architects suitable for inclusion in the contract documents for contractor. These designs or plans include, but are not limited to:

- *Structured wiring system design* (cabling) supporting the technology infrastructure
- The *design of distribution facilities* (i.e. MPOE, telecommunications control/main equipment room) housing the technology equipment (e.g. telephony PBX, voicemail system, voice-over-IP equipment, data network switches, routers, servers, etc.) and cable conveyance infrastructure elements supporting network and device interconnectivity throughout the building. Ideally these facilities will be separate from staff work or break spaces.
- *Audio/Visual systems design* for multimedia presentations and information display.
- *Voice, data, and video network design* and configuration which identify location of telecommunications utility service connections (e.g., high-speed Internet service, Voice, T1 lines, etc.).
- *Physical security systems design* including video monitoring, fire alarm, burglar alarm, and access/entry security.
- *Universal control system design*, interconnecting voice, data, and video network equipment with other technology system components such as Audio/Visual, security, information retrieval and systems.
- Integrate BFSTP requirements with other project partners during all phases of the branch construction or renovation process.

PROJECT PHASES

This is a multi-year, phased project. It is likely that at any one time over the course of the project two branches or more will be in different phases of renovations, requiring the TC to carefully schedule their participation in order to be able to provide the required deliverables on time. It is expected that the TC will help ensure project scope, timeline, and budget are adhered to by serving as a single point of accountability, coordination, and communications. The following is a general outline of the phases of each Branch Renovation project and an example of the deliverables due during each phase. Note that this is not all inclusive, and the selected TC is not limited to only these deliverables.

A. Design Phase

1. Coordinate and work with the project Architects and other Design Consultants. This may include a number of face-to-face meetings as agreed upon between representatives of the Library and the TC, including possible attendance and participation at public meetings before City boards and commissions. The TC will also meet with Library representatives prior to each branch renovation or rebuild to determine the full scope of work to be required for each project with the actual number of meetings dependent upon the complexity of the project and the scope of work.
2. Develop Branch Facilities Strategic Technology Plan that includes the technology infrastructure and systems described in **Scope of Work—Branch Facilities Strategic Technology Plan**. The Project Plan for the BFSTP should include at least one meeting at each branch location with Library branch staff as part of the Technology Needs Assessment, one meeting with Library Information Technology staff to discuss existing infrastructure for each location, and one visit to each location during operating hours to observe public and staff use of technology.
3. For each branch, TC will recommend physical systems for wiring (e.g. ceiling plenum, under-floor access flooring, under-slab conduit.) and ensure that any proposed wiring infrastructure incorporates systems' flexibility for possible future changes and needs (e.g. redundant conduit or additional plenum space.)

4. Consult with project Architects and Design Consultants on the layout for placement of computer equipment in public and staff areas, with emphasis on optimizing layout for ergonomics, work-flow, flexibility and future expansion.
5. Provide project Architects with design documents specified in **Scope of Work—Design Documents**. Designs shall be suitable for inclusion in the contract documents for contractor coordination or shall be described sufficiently to be separately bid by the Library. Provide language as required in related specification sections to the design team so that it can be included in the Invitation for Bid (IFB).
6. Provide electrical power requirements for all specified computer equipment and systems. Specifically, ensure that electrical power supply and network wiring exceed requirements for both fixed computer workstations and other equipment such as self check machines, printers, cash registers, fax machines, photocopying machines, network switches and routers, etc., so as to provide for powering of mobile devices (e.g. laptops, cell phones, etc.) and provide for future system growth.
7. Review drawings and specifications produced by the Architect/Engineer prior to advertisement for Invitation to Bid to ensure a thorough cross reference between A/E specifications and TC specifications (A/V systems, voice, data, and video network design, etc).
8. Provide the Library with equipment procurement, installation and implementation cost estimates.
9. Provide visual material to communicate to public and staff the technology plans for each branch and general description of key elements, such as number and placement of computers, areas covered by wireless network access, audio visual systems, physical security systems etc.

B. Pre-Construction Phase

1. Conduct pre-installation meeting(s) to define the Library's requirements and ensure that the construction team fully understands the scope of the technology infrastructure and systems installations and the power requirements for each. Ensure that the responsibilities of each party are clearly defined.
2. Review submittals in a timely fashion for compliance with the design intent and the BFSTP.
3. Coordinate, schedule, conduct meetings, and prepare minutes for distribution as part of the technology infrastructure and systems installation processes.

C. Construction Phase

1. Review requests for information, submittals, mock-ups, change requests, and substitutions received from the contractor and make recommendations to the Library, and Project/Construction Management consultant.
2. The TC and its sub-consultants, as appropriate to the stage of construction, will make routine visits to the project site to observe progress of the work, and to ensure consistency with the TC's directives.
3. The TC will report any observed issues to Library representatives and will advise the Library when requested on claims, disputes and other matters in question. Direct communication with the contractor regarding issues, timelines or other matters is not expected nor required.

4. Oversee start-up and operation of each specified piece of equipment or system.
5. Conduct on-site visits to supervise the execution of the A/V, data network, and physical security systems performance testing with subsequent preparation of a report of findings with recommendations delivered to the Library within 10 business days.
6. Conduct on-site visits to supervise the re-testing of selected performance tests with subsequent preparation of a report of findings with recommendations delivered to the Library within 10 business days.

D. Acceptance Phase

1. Verify compliance of systems with construction specifications. Develop complete test manual to demonstrate full operation of all systems and its interface, if any, with all other installed building systems.
2. Coordinate a suitable schedule and prepare agendas for training in all systems, controls, etc.
3. Review O&M manuals and provide feedback to the Library. Provide CDs of all manuals.
4. Provide a minimum of two (2) hours of specialized system training at each branch location for staff.

E. Post Acceptance Phase

1. Provide technical assistance to the Library for troubleshooting the systems that are currently installed and new systems should non-performance issues surface. This requirement will be in addition to any warranty provided by the systems' vendors hired as a result of bidding technical specifications and drawings.

The TC will complete all services listed related to Technology Planning, Design and Implementation but the TC is not limited to those tasks specifically listed. This scope is meant to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. It is anticipated that the project will be of a three-year duration.

SELECTION PROCESS

The following process will be followed to select a firm:

1. RFP responses will be evaluated, references checked, and a short list of firms to be interviewed identified by a panel composed of Library staff, and others with knowledge and experience of library technology implementation.
2. The Library will begin contract negotiations with the firm selected by the Board.
3. The Berkeley City Council will be the final decision-maker and granting authority for the capital projects.

BPL staff will review and evaluate written proposals. Selected finalists will be invited for interviews. Upon completion of the interview process, one firm will be recommended for selection and negotiation of a contract

ADDENDUM 1: Library Technology Plan 2006 - 2009

ADDENDUM 2: Current Library Technology Infrastructure

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point. Submittals responding to this RFP must include ten (10) separate bound copies and one (1) unbound original copy. Submittals must be delivered to the Library in hard copy format. Electronic, digital, facsimiles and/or similar format may be provided as optional material, but will not be considered in the selection process.

Submittals must be delivered to the address by the deadline on the coversheet of the RFP.

Submittals are limited to 80 – 8 ½” x 11” pages, double sided format. Folded oversized sheets are discouraged, but not prohibited.

1. Letter of Interest:

Provide a “letter of interest” outlining interest in the project, unique qualifications, interview availability and availability of the team to begin work. Include the title and signature of the firm’s contact person for this procurement. This signatory shall be a person with the official authority to bind the company.

2. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

3. Client References:

Provide a minimum three (3) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client’s direction.

4. Consultant Team:

Provide description of the team, the organization and general experience, and specific experience of assigned staff.

5. Individual Staff Experience:

Provide a listing of each key staff person in each firm who will be assigned to the project, and background information demonstrating their capabilities and qualifications to perform their assigned task. For each individual, provide current professional registrations, certifications, related experience, educational background, and years of service with the team.

6. Related team experience in working on similar projects:

Provide a listing of three (3) similar projects demonstrating experience working with similar buildings and with similar scope, which have been completed by the firm within the last (5) five years. The listings should include a description of each project; the location; project cost; date; and client’s name, address and phone number of a contact person.

7. Project Organization:

Provide a chart showing the names and assignments of all key personnel including an estimate of each individual's time commitment to the project. The chart should indicate proposed lines of communication with Library staff. Any proposed sub-consultants should be clearly identified on the chart.

8. Project Understanding and Approach:

This section of the proposal should detail approaches and methodologies, which the consultant proposes to undertake in order to meet the stated objectives of the Library. Provide as much detail as possible to describe how the required services and scope of work will be performed. Include your understanding of the technology issues inherent in the project, your philosophy and proposed approach to the project.

9. Quality Control / Quality Assurance (QC/QA):

This section should address any QC/QA program the proposer has established or proposes to establish and utilize throughout this project. All work must be performed under the direct supervision of a Registered Architect and Registered Engineers in their respective discipline.

10. Meet Budget:

Demonstrate track record in meeting budgetary requirements.

11. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work. Price proposals shall include the following specifics: a) costs for meetings and site visits to complete the work in each phase, b) document and schematic preparation and revision fees for each phase, c) subcontractor fees for each phase, d) itemization and costs for other activities performed not specifically mentioned here, and e) reimbursable expenses for each phase.

12. Contract Terminations:

If your organization has had a contract terminated in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. Experience and demonstrated qualifications of the team as evidenced in part by feedback from References. (20%)
2. Appropriate personnel-principals, project manager and other key personnel relevant experience and skills (15%)
3. Team(s) experience in providing similar projects (20%)
4. Overall quality of the responses, and conformance with RFP requirements of content, including overall project understanding and approach and proposed method to accomplish the work in a timely and competent manner (25%)
5. Fee proposal: The total fee for the required services with details on estimates for time and work effort, hourly billing rates, etc. (20%)

The Library reserves the right to reject any and all submissions.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Finance Manager and reference the contract number.

Berkeley Public Library
Finance Manager
2090 Kittredge Street, 3rd Floor
Berkeley, CA 94704

Payments: The Library will make payment to the vendor within 30- days of receipt of a correct and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if

the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$12.11 (if medical benefits are provided) or \$14.12 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000, automobile liability insurance in the minimum amount of \$500,000 and a professional liability insurance policy in the amount of \$1,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

(Worker's Compensation Insurance cannot be waived for any person who employs others.)

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be ***printed on both sides of the page*** whenever practical.

VIII. SCHEDULE (dates are subject to change)

- | | |
|---|----------------|
| ☐ Issue RFP to potential bidders: | April 7, 2009 |
| ☐ Questions due | April 24, 2009 |
| ☐ Proposals due from potential bidders | May 12, 2009 |
| ☐ Short list interviews and selection completion | May 27, 2009 |
| ☐ BOLT Approval of Contract | June 2009 |
| ☐ City Council Approval of Contract | N/A |
| ☐ Award of Contract | June 2009 |

- | | |
|--|-----------|
| ☐ Sign and Process Contract | June 2009 |
| ☐ Notice to proceed | June 2009 |

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- | | |
|---|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Living Wage Form | Attachment E |
| • Equal Benefits Disclosure Form | Attachment F |
| • Right to Audit Form | Attachment G |
| • Insurance Endorsement | Attachment H |
| • Equal Benefits Certification of Compliance | Attachment I |
| • Agreement for Consulting Services | Attachment J |

ATTACHMENT A

CHECKLIST

- ☐ Proposal describing:
(Consultant Team, Individual Staff Experience, Related team design experience in working on similar projects, Project Organization, Project Understanding and Approach, Quality Control / Quality Assurance (QC/QA), and Ability to Meet Budget)
- ☐ Contractor Identification
- ☐ Client References
- ☐ Costs proposal by task, type of service & personnel
- ☐ Letter of Interest
- ☐ The following forms, completed and **signed in blue ink** (attached):
 - ☐ Non-Discrimination/Workforce Composition Form Attachment B
 - ☐ Nuclear Free Disclosure Form Attachment C
 - ☐ Oppressive States Form Attachment D
 - ☐ Living Wage Form Attachment E
 - ☐ Equal Benefits Disclosure Form Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER BOARD OF LIBRARY TRUSTEES APPROVAL TO AWARD CONTRACT.

- ☐ Provide **original-signed in blue ink** Evidence of Insurance
 - ☐ Auto
 - ☐ Liability
 - ☐ Worker's Compensation
- ☐ Right to Audit Form Attachment G
- ☐ Commercial General & Automobile Liability Endorsement Form Attachment H
- ☐ Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment I
- ☐ Berkeley Business License

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____ **Address:** _____ **Business License#:** _____

Occupational Category: _____ (See reverse side for explanation of terms)	Total Employees		White		Black		Asian		Hispanic		Other	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (Specify)												
TOTALS:												

Is your business MBE/WBE/DBE certified? Yes _____ No _____ If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identification _____

Do you have a Non-Discrimination policy? Yes _____ No _____

Signed: _____

Date: _____

Verified by: _____

Date: _____

City of Berkeley Contract Compliance Officer 8/91

Attachment B

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: TECHNOLOGY CONSULTING SERVICES FOR THE RENOVATION OF THE BRANCH LIBRARIES / 09-10426

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: TECHNOLOGY CONSULTING SERVICES FOR THE RENOVATION OF THE BRANCH LIBRARIES / 09-10426

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Attachment D

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES _____ NO _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ NO _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

Attachment E

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: TECHNOLOGY CONSULTING SERVICES FOR THE RENOVATION OF THE BRANCH LIBRARIES / 09-10426

Section III

-
- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

CITY OF BERKELEY
Equal Benefits Ordinance Disclosure Form

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor ("Contractor") may be required, during the performance of the contract, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance ("EBO") as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner's with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- (3) until the expiration of a Contractor's current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: TECHNOLOGY CONSULTING SERVICES FOR THE RENOVATION OF THE BRANCH LIBRARIES / 09-10426

Attachment F

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed:_____ Date:_____

Print Name & Title:_____

Company:_____

Contract Description/Specification No: TECHNOLOGY CONSULTING SERVICES FOR THE RENOVATION OF THE BRANCH LIBRARIES / 09-10426

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: TECHNOLOGY CONSULTING SERVICES FOR THE RENOVATION OF THE BRANCH LIBRARIES / 09-10426

Attachment H

To be completed by
Contractor/Vendor

**Form EBO-1
CITY OF BERKELEY**



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
☐ Yes ☐ No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
☐ Yes ☐ No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? ☐ Yes ☐ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? ☐ Yes ☐ No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?..... ☐ Yes ☐ No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- ☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
- ☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
- ☐ Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? ☐ Yes ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- ☐ Non-Compliant (The City may not do business with this contractor/vendor)
- ☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures
- ☐ Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____