

North County Library Authority
One North San Antonio Road
Los Altos, California 94022-3087

REQUEST FOR QUALIFICATIONS

for

CONSULTANT SERVICES FOR OUTREACH AND EDUCATION EFFORTS FOR NEW LIBRARY FOR THE NORTH COUNTY LIBRARY AUTHORITY

Issuing Entity: North County Library Authority
One North San Antonio Road
Los Altos, CA 94022

Contact: Questions regarding this solicitation should be directed to:
Jon Maginot, Deputy City Manager
(650) 947-2609
jmaginot@losaltosca.gov

Due Date: Submittals must be received no later than 4:00 P.M. on Friday, XXXX, 2019

REQUEST FOR QUALIFICATIONS CONSULTANT SERVICES FOR OUTREACH AND EDUCATION EFFORTS FOR NEW LIBRARY FOR THE NORTH COUNTY LIBRARY AUTHORITY

I. EXECUTIVE SUMMARY

The North County Library Authority (NCLA) is seeking a qualified firm, consultants or consultant team with specific experience in community-wide outreach and education efforts. The selected consultant will work in conjunction with Authority staff and the North County Library Authority Library Redevelopment Task Force to support exploration and appropriate measures towards funding mechanisms for a new public library.

NCLA is a joint powers authority representing the City of Los Altos and the Town of Los Altos Hills and is primarily responsible for implementing a parcel tax in the two communities which provides for additional library hours and programs. Staff resources for NCLA are provided by the City of Los Altos.

Both the City of Los Altos and the Town of Los Altos Hills are members of the Santa Clara County Library District (District). The District provides library services at two libraries within the communities, the Main Library and the Woodland Branch Library. Both library buildings are owned by the City of Los Altos.

NCLA is seeking a consultant that has experience in facilitating community meetings, developing a vision and goals for a community-wide outreach campaign, preparing accurate timelines and budgets for a variety of potential funding strategies (including a potential election for a revenue measure), analyzing community demographics and voter data, and all other needed elements of successful outreach and education programs. NCLA will look at past outreach and education efforts by consultants for examples of successful outcomes and consultants are encouraged to provide a list of successful projects. The selected consultant will work closely with NCLA staff and there will be some overlap between staff duties and consultant duties.

Submittals should include information demonstrating experience in developing and successfully implementing a community-wide outreach and education program. The goal of the project is outreach and education program to inform the community on the overall library redevelopment project and to gauge public support for potential funding strategies.

The education and outreach aspect of the project is currently scheduled for two phases. Phase I will include outlining a community outreach and education program, including preparation of a detailed timeline, and recommendation of funding strategies. It is anticipated that Phase I will last approximately two months. Phase II will include implementation of the outreach and education program, including presentation of the project to key groups, stakeholders and officials, development of targeted messaging, leadership over all communications during outreach and education program, and recommendations on all other aspects of the outreach and education program.

Upon completion of Phase I, the contract may be extended at the discretion of NCLA and the consultant to include Phase II.

II. BACKGROUND

The Main Library building was constructed in the 1964. The building was expanded in the early 1993. A recent Needs Assessment determined that the existing building is inadequate to meet the needs of the community. Construction of a new 40,000 square-foot building is recommended.

A recent survey indicates that funding for the design and construction of a new library is supported by a majority of voters in the community. However, additional support is needed to pass a potential revenue measure. The NCLA is interested in providing information to potential voters to allow voters to make a fully informed decision.

III. OBJECTIVE AND SCOPE OF WORK

The outreach and education program will be divided into two phases and shall include, but not be limited to, the following key elements:

Phase 1

1. Development of an outreach and education program, including descriptions of key elements, to inform community members of the benefits of, and need for a new library;
2. Preparation of detailed timeline of the outreach program and other required items and activities leading up to placement of a revenue measure on the ballot, including a detailed budget outlining all potential costs;
3. Recommended funding strategies for timeline and critical success factors;
4. Guidance on timing of ballot and which election is best to target (i.e. cost and turnout);
5. Other items that the consultant deems necessary for success of revenue measure.

Phase 2

1. Presentation of project to key groups, stakeholders and officials;
2. Training and guidance to stakeholders in preparation for public presentations;
3. Development of ready-to-print targeted messaging materials for the many segments of the community;
4. Oversight and coordination of all communications during outreach and education program;
5. Recommendations on other aspects of outreach and education program as well as potential funding opportunities;
6. Continuous updates of budget and timelines as outreach and education program proceeds.

Note that the Consultant(s) must be willing to work in conjunction with staff and the NCLA Library Redevelopment Task Force to help reach the goals outlined, which may be subject to change. The education and outreach portion of the project may be cancelled after Phase 1.

IV. SCHEDULE

The tentative timeline is as follows:

Submittals due (must be received by NCLA)

Selection Panel Convenes
Candidates notified
Candidate Interviews
Finalist Announced
Contract awarded

By 4:00 p.m. on XXXXXX, 2019

By XXXXXX 2019
XXXXXX 2019
XXXXXX 2019
XXXXXX 2019
XXXXXX 2019

V. COMPENSATION

The North County Library Authority will negotiate a contract with the selected CONSULTANT based on the proposed fee submitted by the CONSULTANT and based on a “not to exceed” amount.

VI. SUBMITTAL REQUIREMENTS

- A. **Submittals** – Faxed copies will not be accepted. To be considered, submittals must be received no later than **4:00 p.m., Friday, XXXXXX, 2019**. Interested firms are invited to submit six (6) copies of their submittals to the following address:

Attn: Jon Maginot, Deputy City Manager
City of Los Altos
One North San Antonio Road
Los Altos, CA 94022-3087
administration@losaltosca.gov

Submittals shall be provided in a sealed envelope clearly marked with the project name “**Main Library Redevelopment**.” Submittals may be sent via email. Please include your fee schedule in a separate sealed envelope. For questions regarding the submittal, please email adminstration@losaltosca.gov.

- B. **Contents of the Submittal** – At a minimum, submittals should contain the information outlined herein.
- C. **Letter of Interest** – Provide a written description of the firm’s interest in the education and outreach program and outlining your approach to the Plan and any additional narrative to help the panel to understand your work and ability to complete the project, not to exceed three pages.
- D. **Qualifications** – Provide a brief overview of the firm that will assume all contract responsibilities and identify all proposed sub-consultants. Provide resumes and any other information on previously related experience not to exceed three pages per team member. Provide descriptions of prior library campaigns identifying successful ballot measures.
- E. **References** – Provide three professional references.
- F. **Fee** – Sufficient information should be provided to justify the proposed fee and to serve as a basis for negotiating a contract and any Supplemental Agreements that may be warranted for out of scope services. In this regard, the fee proposal should identify personnel, estimated

number of hours, and rate; type of equipment, hours, and rate; and any outside costs for each identified work element including travel and consultant-associated costs for travel and stay in the Los Altos/Los Altos Hills area.

Consultant's Fee must be sealed in a separate envelope and will not be opened until all other factors have been considered. Unusually high or low fees may affect the ratings.

Consultant compensation shall be on a "fixed fee, not to exceed" basis and shall include all items described in the scope of work on this project. The consultant team shall submit a fee estimate based upon the project fee costs.

Regardless of the proposed method of compensation, any Contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. Except in the unusual situation wherein the CONSULTANT encounters circumstances that could not be reasonably anticipated, the North County Library Authority will not authorize payment beyond this amount.

In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a "not-to-exceed" figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances that may be encountered during project execution and completion.

- G. **Commitment** – The individual or company official with the power to bind the consultant in its proposal must sign the submittal. The contents of the submittal shall become a contractual obligation if a consultant's bid is accepted.

VII. SELECTION CRITERIA AND PROCESS

Submittals received will be evaluated based on the following criteria:

- A. The qualifications and experience of the applicant;
- B. Strength of examples of previous education and outreach programs, including for similar scale communities to Los Altos and Los Altos Hills;
- C. The process proposed for community outreach and input, including demonstrated examples of creative and effective methods to get the community engaged;
- D. Cost to North County Library Authority;
- E. Demonstrated ability for the candidate to tailor the education and outreach process to a specific community;

The submittals will be evaluated by a panel of Authority staff and representatives from the NCLA Library Redevelopment Task Force to determine the top candidates. Those candidates will be asked to participate in an interview with the panel to select a final consultant.

Right to reject all submittals – The North County Library Authority reserves the right to reject any and all submittals, and to re-issue the RFQ.

This solicitation in no way obligates the North County Library Authority to award a contract for the services described herein, nor will the North County Library Authority assume any liability for the costs incurred in the preparation and transmittal of submittals in response to this solicitation.

The North County Library Authority reserves the right to not accept any submittal, to reject any or all submittals, to reject any part of any submittal, to negotiate and modify any submittal, and to waive any defects or irregularities in any submittal at the sole discretion of the North County Library Authority.

Furthermore, the North County Library Authority shall have the sole discretion to award the contract, as it may deem appropriate to best serve the interests of the North County Library Authority. In this regard, the North County Library Authority may consider demonstrated quality of work, responsiveness, professional qualifications, assigned personnel, references, and proposed fees, when determining the most responsive submittal.

VIII. INDEMNIFICATION

The North County Library Authority requires the successful bidder to indemnify the North County Library Authority according to a set of provisions that will become contractual obligations. The CONSULTANT shall defend, indemnify and hold harmless the North County Library Authority, its respective officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof.

Coverage shall be predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board.

With respect to CONSULTANT's independent contractor status, this provision establishes liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of CONSULTANT or his agents, employees or other independent consultants directly responsible to CONSULTANT. In addition, the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by the CONSULTANT or the CONSULTANT's agents, employees or other independent Contractors and the North County Library Authority its agents, employees or independent Contractors.

Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the North County Library Authority.

IX. INSURANCE

The North County Library Authority will require the successful bidder to provide insurance which meets certain provisions, which will become contractual obligations. These provisions can be found

in Exhibit A of this RFQ. The CONSULTANT shall not perform any work under the Contract until it has obtained insurance complying with the provisions of this section, delivered a copy of each insurance policy to the North County Library Authority, and obtained the North County Library Authority's approval of all such policies.

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EXHIBIT A
INSURANCE

CONSULTANT shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Project Manager, North County Library Authority, 1 N. San Antonio Road, Los Altos, CA 94022**

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, with limits no less than **\$1,000,000 or \$2,000,000 aggregate** 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 twice the required occurrence limit. CGL insurance must include coverage for the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Agreement
 - h. Broad Form Property Damage
 - i. Independent Consultants Coverage

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation/Employer’s Liability:** CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing work under this Agreement. To the extent CONSULTANT has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement CONSULTANT shall maintain 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 CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONSULTANT. "Covered Professional Services" as designed in the policy must specifically include work performed under this Agreement.
5. **Umbrella or Excess Liability: Umbrella or Excess Insurance.** If umbrella or an excess liability insurance policy is used to satisfy the minimum requirements for CGL or Automobile Liability insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. CONSULTANT shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the AUTHORITY indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
6. The AUTHORITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the umbrella or excess policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. If CONSULTANT maintains broader coverage, umbrella or excess coverage and/or higher limits than the minimums shown above, the AUTHORITY requires and shall be entitled to the broader coverage, umbrella or excess coverage and/or the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and any other coverages shall be available to the AUTHORITY.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The AUTHORITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and the Automobile Liability policy, with endorsements under CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage, with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations.

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

Notice of Cancellation. Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the AUTHORITY.

Waiver of Subrogation. CONSULTANT hereby grants to AUTHORITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the AUTHORITY by

virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AUTHORITY 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 AUTHORITY. The AUTHORITY may require the CONSULTANT to 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 AUTHORITY.

Claims Made Policies. If any of the required policies provide claims-made coverage:

7. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
8. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract work.*
9. 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 CONSULTANT must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work.

Verification of Coverage. CONSULTANT shall furnish the AUTHORITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the AUTHORITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The AUTHORITY 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. AUTHORITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.