

BERKELEY UNIFIED SCHOOL DISTRICT
2020 Bonar Street
Berkeley, CA 94702
May 14, 2019

REQUEST FOR QUALIFICATIONS AND PROPOSALS

**SUSTAINABILITY PLAN DEVELOPMENT FOR
BERKELEY UNIFIED SCHOOL DISTRICT**

Fax or email responses will not be accepted.

Any inquiries regarding this RFQ/P should be directed to: Stephen Collins, Facilities Maintenance Manager at stevecollins@berkeley.net with copy to John Calise, Executive Director of Facilities at johncalise@berkeley.net on or before May 28, 2013. RFQ/P ET -1368 I -3(d) RFQ

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Elementary Schools: Berkeley Arts Magnet (BAM), Cragmont, Emerson, Jefferson, John Muir, Malcolm X, Oxford, Rosa Parks, Sylvia Mendez, Thousand Oaks, Washington

Middle Schools: Longfellow, Martin Luther King Jr., Willard

Berkeley High School and Berkeley Technology Academy

Berkeley Adult School

Administration Building/West Campus

Plant Operations and Maintenance

Transportation

Moellering Field

SCOPE OF WORK FOR CONSULTANTS

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- !

- ! Fax number
- ! E-Mail address
- ! Identify team
- ! Include a brief description of why your firm is well suited for, and can meet, the District's needs
- ! Clearly identify the individual(s) who are authorized to speak for the firm du

- ! Fax
- ! Website
- ! Name and email of main contact
- ! Federal Tax I.D. Number
- ! License or Registration Number, if applicable
- !

Respondent shall identify and provide resumes for the key personnel that will staff the Project. Resumes shall include specific qualifications and recent related experience providing similar services for the scope of work for which the Proposal is submitted, including but not limited to: Education, Training & Professional Certifications; project experience with focus on K-12 qualifications (include school district/community college, project name, project type; and a list of references with contact names and phone numbers for at least five (5) projects with public school experience.

4. Relationship to Outside Governmental Agencies

Depending upon the project, respondent may be required to assist the District in working with various outside governmenta (i) 7 (n) 2 (g) 2 () -3 (u) ()] TJ ET QC

10. References

Respondent shall describe its work in the past five (5) years that is similar or comparable. Respondent shall provide as references a primary contact person, with current address and telephone number, for similar projects on

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance	

DATE	EVENT	TIME DEADLINE
May 14, 2019	Release of RFP	
May 23, 2019	Pre-proposal Conference	

Appendix A: Form of Agreement

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or cause to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or cause to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such change

13. Termination.

- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 13.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 13.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.3.1. material violation of this Agreement by the Consultant; or
 - 13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

15. Insurance.

15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. Per requirements in the RFP/RFQ.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 2,000,000

the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

15.2.2.

submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

17.1.3. **Labor Compliance:** Consultant shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

18. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medic

21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notw..cm BT (m) -10 (e) -4.hieAe oiee() (e.) --2 (i) -

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

38. Incorporation of Recitals and Exhibits

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement, it may be attached for reference.