



Finance Department  
General Services Division

**REQUEST FOR PROPOSALS (RFP)  
Specification No. 17-11131-C  
FOR  
BERKELEY TUOLUMNE CAMP DESIGN  
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

**ADDENDUM "A"  
7/17/2017**

Dear Proposer:

Corrections to the Schedule and Deadline, Submission Requirements and Selection Criteria & Basis of Award are attached. Also, Attachment G, Non-Disclosure Agreement, has been posted with this Addendum.

**Responses must be received no later than 2:00 pm on Tuesday, August 15, 2017.** All responses must be in a sealed envelope and have "**BERKELEY TUOLUMNE CAMP DESIGN**" and **Specification No. 17-11131-C** clearly marked on the **outer most mailing envelope.** Please submit one (1) unbound original and three (3) unbound copies of the proposal as follows:

**Mail or Hand Deliver To:**  
City of Berkeley  
Finance Department/General Services Division  
2180 Milvia Street, 3rd Floor  
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered.

We look forward to receiving and reviewing your proposal.

Sincerely,

Shari Hamilton  
General Services Manager

**Addendum “A”**

**Corrections for Specification No. 17-11131-C  
BERKELEY TUOLUMNE CAMP DESIGN**

Please note the following corrections to Specification No. 17011131-C, BERKELEY TUOLUMNE CAMP DESIGN PROJECT:

Page 9-10, Section III, Submission Requirements:

5. Price Proposal Estimate:

Please provide an estimate of the level of effort (staff hours and direct costs) including staff classification and rate required to complete each of the proposed tasks. This information must be included in a separate spreadsheet attachment enclosed in a sealed envelope marked “PRICE ESTIMATE”. Only one copy of the sealed price estimate is required. Please do not indicate cost/price in the proposal. Costs and pricing will not be considered in the selection criteria.

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. A detailed price proposal which identifies The price estimate should include the employee, employee classifications, hourly rate, and estimated hours to complete each task shall be included in the proposal. The employees shown in the price proposal should be the specific individuals that you propose and commit to accomplish the work. Note that mark up of direct or sub-consultant costs by a fixed percent is not allowed. Appropriate time for actual tasks related to sub-consultant management and direct costs should be included and identified in the cost proposal, if applicable. The price proposal should be broken down by tasks and subtasks consistent with the proposed scope of services provided by the proposer.

Per federal regulations, the City is required to assess and negotiate profit as a separate element of total project cost. As such the price estimate must include proposer must submit a summary of the basis of proposed billings rates that provides the percent of indirect costs and profit/fee used in billing rates for the prime and each key sub consultant.

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.

Assumptions used in the price estimate should be clearly stated in the proposed scope of work (for example, assumed number of meetings). The price estimate will be used as the basis for cost analysis and contract negotiations with the selected consultant. If the City is unable to negotiate a fair and reasonable price for the scope of work, including negotiation of profit as a separate element of the price, the City reserves the right to terminate negotiations and conduct contract negotiations with the next highest ranked firm without undertaking a new RFP process. The City shall be the sole judge in determining the fairness and reasonableness of the consultants proposed cost/price.

Page 11, Selection Criteria & Basis of Award:

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

- 1. Proposed Approach and Scope of Work ~~35%~~ 40%
- 2. Proposed Schedule ~~5%~~ 10%
- 3. Qualifications & Relevant Experience ~~40%~~ 50%
- ~~4. Cost Proposal 20%~~

The City may, at its discretion, conduct interviews of two (2) or more of the highest ranked proposers. Interview evaluation factors and their importance and relative weight will be provided to proposers at the time they are invited to interview. Interviews are tentatively scheduled for ~~August 11<sup>th</sup> and August 14, 2017~~ August 28 – August 30, 2017.

Page 14, Schedule:

- |   |                                     |                             |
|---|-------------------------------------|-----------------------------|
| <input type="checkbox"/> Issue RFP to potential bidders       | July 14, 2017                       |                             |
| <input type="checkbox"/> Non-Mandatory Site Visit             | July 21, 2017                       |                             |
| <input type="checkbox"/> Questions Due                        | July 28, 2017                       |                             |
| <input type="checkbox"/> Proposals due from potential bidders | <del>August 8, 2017</del>           | <u>August 15, 2017</u>      |
| <input type="checkbox"/> Interviews                           | <del>August 11 &amp; 14, 2017</del> | <u>August 28 – 30, 2017</u> |
| <input type="checkbox"/> Council Approval of Contract         | <del>September 26, 2017</del>       | <u>October 3, 2017</u>      |
| <input type="checkbox"/> Notice to proceed (NTP)              | <del>October 2, 2017</del>          | <u>October 10, 2017</u>     |

**NON – DISCLOSURE AGREEMENT  
Berkeley Tuolumne Camp**

**This Non-Disclosure Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (date), by and between the City of Berkeley (“City”), and \_\_\_\_\_, (“Company”).**

1. During the course of Company’s relationship with the City, the City may disclose to Company confidential information that may include but not be limited to the following kinds of information: plans, draft documents and cost estimates, remote application access, work product of the City’s employees and agents, and other non-public information ("Confidential Information").
2. Company agrees:
  - i. to hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;
  - ii. not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties without prior written approval by the City;
  - iii. not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the City, any item or data incorporating Confidential Information;
  - iv. to only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the City;
  - v. to only disclose Confidential Information to its responsible employees who have a need to know such Confidential Information in order to carry out the services Company provides to the City;
  - vi. to notify the City in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.
3. Company acknowledges that its compliance with this Agreement is necessary to protect the City, and that any action on Company’s or its employees part that is inconsistent with this Agreement will cause the City irreparable and continuing harm. Therefore, if anything Company (including its employees and agents) does that is inconsistent with this Agreement, Company consents to the City obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the City having to post any bond or security for such order. The City may pursue other remedies available to it, all of which are nonexclusive and cumulative. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement is made under and will be construed according to the laws of the State of California.

**By signing below, you acknowledge that you have read this Agreement and you have authority to agree, and do agree, on behalf of Company to all of the terms and conditions contained in this Agreement.**

COMPANY

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

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