

OCTOBER 24, 2017



REQUEST FOR PROPOSALS FOR CONSULTANT
FOR ADULT LITERACY SERVICES

CONTACT:
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NOTICE OF REQUEST FOR PROPOSALS

PURPOSE

The Oceanside Public Library (“the Library”), a department of the City of Oceanside (“the City”), is soliciting proposals for a consultant (“the Consultant”) to review all aspects of the Library’s provision of literacy services for English-speaking adults (Adult Literacy). These services offer a path to literacy for adult learners, building skills and changing lives in a positive, confidential environment. The Consultant’s recommendations may be applied to the Oceanside READS Literacy Program (READS), funded in part by the California State Library via the California Library Literacy Services grant, in its operations at the Oceanside READS Literacy Center (the Center) or other Library facilities, or to any Adult Literacy services the Library may provide or coordinate.

TIMELINE + IMPLEMENTATION

To be eligible for consideration, proposals and all related materials must be received by **Tuesday, November 28, 2017 at 4:00 p.m., Pacific Time.**

Electronic submissions are acceptable. All correspondence will be confirmed electronically.

Questions about this request or the process, all correspondence, and proposals should be directed to:

Brad Penner
 Library Division Manager
bpenner@ci.oceanside.ca.us
 (760) 435-5575
 Oceanside Public Library
 330 North Coast Highway
 Oceanside, CA 92054

EVENT	DATE
This RFP issued	Tuesday, October 24, 2017
Deadline for questions	Friday, November 3, 2017
Proposals due	Tuesday, November 28, 2017 – 4:00 p.m.
Proposal evaluations begin	Thursday, November 30, 2017
Interviews	Monday, December 4 – Friday, December 15, 2017
Contract to Library Board of Trustees for approval	Monday, January 22, 2018
Consultant’s report tentatively due	Friday, June 22, 2018

IMPLEMENTATION: It is intended, as negotiated in the selection process, that a rate of compensation be determined for the Consultant on an hourly basis that is mutually acceptable to the City and Consultant. **The work of the proposal must be accomplished within the funding available, and so should not exceed \$10,000 total.** Providing that a satisfactory relationship is established, and time and resources are available on both parts, further consultation may be negotiated, following the initial report, in assisting with implementation of plans and activities that may be developed.

GENERAL BACKGROUND

Located on the Southern California coast, 35 miles north of San Diego, the Library's service area has a population of approximately 175,000. The Library is a department of the City of Oceanside, with three locations—the Civic Center Library (30,000+ sf), the Mission Branch Library (12,500+ sf), and the Center (1,200+ sf)—and two mobile libraries. The Library's strategic goals include objectives to help the public with literacy from the early family level to adult; however, at present, the various age groups are approached in different units and programs of the department. Literacy services provided by the Library can serve the whole family, and reaching out to adults can be an important way to get started, offering a connection to a family and the community as well.

The Library began providing literacy services in a formally organized and situated program in the Center approximately 20 years ago. READS is the only Library unit relying significantly on donations and grants for its operational budget. Library staff are responsible for grant writing and reporting information and statistics to the California State Library in support of the California Library Literacy Services (CLLS) grant. READS, or any other Library service for Adult Literacy, pursues both the CLLS mission—"to enable Californians of all ages to reach their literacy goals and use library services effectively" and the Library mission—"to Engage, Inform, Connect and Inspire." The services also work toward goals and objectives that support these missions, such as the Library goal of "Engaging in literacy and lifelong learning." These approaches meet in the delivery of one-to-one instruction, provided by trained volunteers, in an individualized way that fits each learner's needs and pace.

Through READS, English-speaking adults learn to read or improve their reading skills in a welcoming and encouraging environment. In recent years, the program has typically had approximately 30 active tutor/learner pairs at a time. For many people, READS opens new doors of opportunity and empowers them as life-long learners, community members, parents and employees. Many READS learners are now getting jobs, reading aloud to their children, reading the newspaper, and becoming first-time voters—ending illiteracy's familial cycle and improving their quality of life.

Public libraries, "the people's university," are ideal settings for literacy services. The Center is in the downtown Civic Center complex, less than 0.2 mi. from the Civic Center Library. It regularly functions 31 hours per week as headquarters for Adult Literacy services, provided through tutor/learner pair meetings and group activities, which may take place at any of the Library facilities or service locations (open up to 60 hours per week), or any other convenient site. Tutor/learner pairs have priority use of the study rooms at Mission Branch Library and Civic Center Libraries.

The dedicated Adult Literacy program staff are one part-time Literacy Coordinator, budgeted at 25 hours per week; and one Technical Assistant, budgeted at a maximum of 19 hours per week. READS staff members provide recruitment, initial and ongoing training, and coordination of volunteer tutors and learners. CLLS "Roles and Goals" forms are used to gather outcomes data. The City provides significant financial support in staff salaries and infrastructure funding. READS staff participate in the regional Southern California Library Literacy Network and the San Diego Council on Literacy.

There are computers and iPads designated exclusively for Adult Literacy use at the Center and at the Mission Branch Library. There is a collection of cataloged items at the Center, currently pending inventory, as well as workbooks and reading materials intended for free distribution to learners. The program makes use of recorded media including Playaway mp3 audiobooks, CDs, and DVDs, as well as software, games, kits and learning supplies.

CONSULTING NEEDS

COMMUNITY LITERACY NEEDS + OUTCOMES ANALYSIS

Except for some derived estimates from the San Diego Council on Literacy, the Library does not have current, locally specific information on either adult literacy in Oceanside, nor on what amount of adult literacy need is being addressed in the city, either by the Library's program or by others. Regardless of whether this information can be gathered reasonably and affordably, a mechanism for estimating and analyzing community literacy levels, and how Library literacy services are impacting them, will be of great value.

MORE PROGRESS + STATUS TRACKING FOR LEARNERS

The total number of READS learner/tutor pairs is currently the most notable metric of service the program offers. There are various other Library and-state directed forms of information collected by READS about progress of learners toward their immediate and overall goals. However, there is not one overall, consistent approach used that would provide the Library Board of Trustees and Library Administration with more readily assessable data.

RESOURCE MANAGEMENT TO MEET OBJECTIVES + SERVICE LEVEL NEEDS

With improved analysis of community literacy needs and the effectiveness of Library Adult Literacy services, recommendations can be made for increasing or maximizing funding. This can include pursuing grants other than CLLS, reallocating budget dollars, and devising new fundraising goals. Human resources such as additional employees, temporary labor, or other ways of providing help can be discussed to address service needs more effectively. In all suggestions and advice, the current Literacy Coordinator and Technical Assistant should be considered fully occupied, and it will be preferred to address objectives without reliance on additional tasks for these two positions to perform.

TOOLS + MATERIALS

Software tools can be considered, both in managing information relevant to the program as a whole, as well as to serve learning needs of individuals directly. The Principal Librarian for Adult Services and the Senior Library Assistant for Collection Management have begun to work with the Literacy Coordinator on studying the current materials collection and related supplies, and can use a framework to place their ideas in, and feedback, before taking further action.

MARKETING + COLLABORATION

Getting the word out about the program has been meeting with greater success, but has also been without a fully relevant context to judge that success by. Marketing has been addressed in consultation with students at California State University San Marcos, and with the Library's Community Outreach Coordinator, but additional, professional advice or experience to apply to marketing and outreach will be welcome.

REQUIREMENTS + CRITERIA

SCOPE OF SERVICES

The Consultant will:

1. Provide an outline of their intended approach, and a timeline including milestones, tied in with an agreed reporting date.
2. Meet with Library staff to clarify expectations and desired outcomes.
3. Gather research on the community and specific data relevant to literacy services in Oceanside.
4. Conduct analysis of information gathered or provided, and may complete an appropriate SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis.
5. Employ best practices when proposing directions, priorities, or future options for literacy services.
6. Assist in identifying where current literacy services are not sufficient to meet established priorities.
7. Provide recommendations for program development, aligned with the Library's strategic objectives, and Consulting Needs stated above.
8. Explain how recommendations could be integrated with other relevant Library services.
9. Suggest additional funding sources and grant opportunities, if applicable in this context.
10. Include a long-term strategy for the maintenance of literacy services.
11. Develop strategies to educate the public about the role and contribution of literacy services.
12. Provide a draft report for review, and an edited final report, summarizing all methodology, findings and specific recommendations, for approval and adoption by the Library Board of Trustees.

A tentative date of June 22, 2018, for a Consultant report is given in this document, as an initial report, at the least, will have to be provided before the end of the 2017-18 Fiscal Year on June 30, 2018.

REQUIRED ITEMS

To be considered complete, proposals must include the following:

1. Cover letter including name, contact information, and summary of the Consultant's professional background, qualifications and experience related to literacy services and program development.
2. Executive summary of the proposal, demonstrating understanding of the Library's intended purpose and desired outcomes, and including a timeline and samples of questions, techniques, and approaches the Consultant will apply.
3. List of persons at libraries or institutions who may be contacted as references, who can speak to the Consultant's capabilities that were demonstrated to them; as well as examples of successful programs the Consultant has worked on or is personally familiar with.
4. Proposed bid, giving Consulting cost per hour, with total hours estimated, travel and other costs; the Consultant's service proposal cost total should not exceed \$10,000.
5. Copy of any previous agreements or contracts, if applicable, and any additional information the Consultant considers useful in the selection process.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria:

1. How described, planned actions effectively address all areas identified in the RFP.
2. Extent of knowledge/experience the Consultant documents, to provide the requested assistance.
3. Satisfaction of current or past clients or colleagues with consultation on adult literacy programs.
4. Competitiveness of cost proposal.
5. How well ability to provide results in a timely fashion and within budget is indicated.

MISCELLANEOUS TERMS + CONDITIONS

Notification: The Library Department shall notify all applicants electronically of its recommendation of Consultant to the Library Board of Trustees.

Professional Services Agreement/Vendor Packet: The selected Consultant will be expected to enter into a Professional Services Agreement (PSA) with the City. A sample PSA is included as Attachment A. Consultants working with the Library also become City vendors, and should review and understand the process by visiting this webpage and clicking on “Vendor Application Packet”:
<http://www.ci.oceanside.ca.us/gov/finance/purchasing.asp>

Verification of Information: The City reserves the right to verify the information received in the proposal. If the Consultant knowingly and willfully submits false information or data, the City reserves the right to reject that proposal.

Important Notices: Consultants who mail their proposals, rather than submitting electronically, should allow adequate mail delivery time to ensure timely receipt. Late proposals will not be considered for review. The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, Consultants will have the right to revise their proposals. Proposals may be withdrawn personally, by electronic or written request, prior to the scheduled closing time for receipt of proposals. The City reserves the right to reject all proposals.

Property of City/Proprietary Material: All proposals submitted in response to this RFP shall become the property of the City and subject to the State of California Public Records Act. Consultants must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from the California Public Records Act (CA Gov’t Code Sec. 6250 et seq.).

ATTACHMENT A

CITY OF OCEANSIDE

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROJECT: (PROJECT NAME & NUMBER)

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and _____, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: [insert a brief description of the work to be done].

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
 - 4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$ _____

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within [number of working or calendar days] [project manager may insert a phased timing requirement instead of time certain, if desired].

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

- 12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
- 13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

<p>[NAME OF CONSULTANT]</p> <p>By: _____ Name/Title</p> <p>By: _____ Name/Title</p> <p>_____ Employer ID No.</p>	<p>CITY OF OCEANSIDE</p> <p>By: _____ City Manager</p> <p>APPROVED AS TO FORM: _____ City Attorney</p>
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NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.