REQUEST FOR PROPOSALS (RFP)  
Specification No. 13-10694  
FOR  
PROJECT NAME: LIBRARY WEBSITE REDESIGN AND CONTENT MANAGEMENT SYSTEM IMPLEMENTATION  
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY  

Dear Proposer:  

The City of Berkeley is soliciting written proposals from qualified firms or individuals for a web site redesign and web content management implementation. 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 Thursday, October 4, 2012.** All responses must be in a sealed envelope and have “Library Website Redesign and Content Management System Implementation” and Specification No. 13-10694 clearly marked on the outer most mailing envelope. Please submit one original and 3 copies of the proposal as follows:  

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

Proposals will not be accepted after the date and time stated above. No electronic media will be accepted, including, CDs, USB drives or emailed proposals. Incomplete proposal 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, Library Information Technology, via email at aabramson@ci.berkeley.ca.us no later than **Friday, September 21, 2012 at 5:00 PM PST.** Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be posted on the City of Berkeley’s site at [http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128](http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.  

We look forward to receiving and reviewing your proposal.  

Sincerely,  

Henry Oyekanmi  
General Services Manager  

2180 Milvia Street, Berkeley, CA  94704    Tel: 510.981.7320    TDD: 510.981.6903    Fax: 510.981.7390  
E-mail: finance@ci.berkeley.ca.us   Website: [http://www.ci.berkeley.ca.us/finance](http://www.ci.berkeley.ca.us/finance)
I. INTRODUCTION AND BACKGROUND

Berkeley Public Library is seeking the services of a qualified Web Design firm to design and develop a new Library website and to implement a Content Management System (CMS) to be used by staff to maintain the newly designed site on an ongoing basis. The selected firm will develop a user friendly website that can deliver a large volume of frequently changing content to our key audiences. The Berkeley Public Library will maintain ultimate editorial control of content and will be responsible for publishing new information on the website.

Our Mission

The Berkeley Public Library supports the individual's right to know by providing free access to information. The Central Library and four neighborhood Branch Libraries are committed to developing collections, resources, and services that meet the cultural, informational, recreational, and educational needs of Berkeley's diverse, multicultural community.

Community Characteristics

The Berkeley Public Library serves the diverse population of the City of Berkeley. Berkeley is famous as a center of academic achievement, scientific exploration, free speech and the arts. Berkeley has a constantly changing mix of long-time residents and new neighbors where all are welcome. Berkeley Public Library serves users of all ages with a tremendous diversity of needs, and from many different ethnic, cultural, and socio-economic backgrounds. Due to both its diverse population and the diversity of the renowned public university, the University of California, Berkeley attracts people from all over the world. For a more detailed demographic profile of Berkeley please see the following report which is part of a series of library jurisdiction profiles prepared for the California State Library by the Stanford Center on Longevity:


Berkeley Public Library’s Role in the Community

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 Library is made up of four Branch Libraries: North, South, West and Claremont, and the Central Library in downtown Berkeley. For the past two years, the Branch Libraries have been undergoing extensive renovations and reconstruction in order to better accommodate changing service needs as well as the technological advances that have occurred over the past half century.

The Central Library, renovated and expanded in 2002, houses the largest percentage of the Library’s collection, the administrative and support units, in addition to fulfilling the role of the neighborhood branch for downtown residents and workers. All of the branch libraries play an equally important role in their respective community. The Central Library and branches serve as an important focal point of civic and social life by providing space for meetings, hosting educational and cultural events, providing access to computers and a wide array of reading and audio visual materials, and sponsoring literacy and other community outreach programs.

Berkeley Public Library’s Website

In 2011, the Berkeley Public Library logged over 1 million visits to its website. More than 200,000 of these visitors made use of the Library’s numerous digital resources encompassing e-books, subscription databases including full-text journal articles, multimedia resources, online career research and test practice services, and much more. In the first six months alone of 2012 there were over 400,000 visits to our website, that is, over 2200 visits per day. Of those visitors, nearly 150,000 were unique visitors and nearly one-third were new visitors.

To better understand the ways in which users of the Berkeley Public Library interact with the Library’s public access computing resources please see the following report by the University of Washington Information School which analyzes the results of a survey of Berkeley Public Library users:


As a vital link to free access to information and services, the Library’s website provides many services “virtually”, in effect serving as a “digital branch” library. Among some of the tasks users can do from home are:

- Reserve books, DVDs and other materials and have them sent to their nearest library location for pickup
- Apply for a library card
• Reserve a computer for future use at the Library
• Download an audiobook or e-book directly to an electronic reader device
• Reserve and print free or reduced admission tickets to local museums, zoos, aquariums and other venues
• Ask a reference librarian a question
• Search for and listen to streaming classical music, jazz and world music
• Find out the time and date the next story time for toddlers at their local branch
• Renew materials and pay overdue fines
• Take a foreign language course

Berkeley Public Library website users have needs as diverse as their reasons for visiting the website. While library staff members have extensive experience with the Library’s current website, and are aware of what is offered, many library patrons have limited computer and/or English-language literacy and have expressed discomfort with complicated websites. In addition, the Library serves users of all age ranges and education levels, creating usability challenges and mandating a design that is intuitive to a variety of users. The Berkeley Public Library seeks a website that will address these and the many other needs of website users, and overcome the challenges presented by divergent expectations and interests among user groups.

Website Challenges
The Library’s current website suffers from a number of visual design, organizational and usability deficiencies. Additionally, because the Library’s Web presence is spread over multiple sites and servers, a major challenge is to maintain the visual integration of the “ecosystem” of sites with that of the look and feel of the main site.

The Library is looking to achieve a user friendly website that can deliver changing information to our key audiences. The goals of the project include an end product that is:

• Easy and intuitive;
• Visually appealing;
• Builds public awareness of the Library’s programs, resources and services; and
• Improves service and program delivery.

In essence, the new website will act as a virtual branch of the Berkeley Public Library.

Visual Design Challenges
The home page is visually cluttered and overburdened with information. There are many graphics, links and different stylistic elements that contribute to the visual clutter with little in the way of a unifying design theme. Additionally, the page is fixed width, so it does not expand or decrease in size based on the end-user’s window size or screen resolution. There is no tool to adjust the text to be larger or smaller for users with different vision abilities. The entire website is not easily used with audio screen readers used by the blind.

For smaller screens, horizontal scrolling is required to see information on the right side of the page. Adding and removing information to promote new services, databases, or events results in the page expanding or contracting; resulting in either too much information presented when there are multiple announcements or an excess of white space and visual incongruities when there are fewer announcements.

Organizational Challenges
The Library profession has its own jargon, and librarians often struggle with how to best describe their services and resources to users. For example, a database of information such as a full text newspaper database could be called a database or an “online” or “electronic” resource. However, it is unclear whether those terms are understood or resonate with non-librarian end-users.

In terms of information display, the site is illustrative of the difficulty that libraries face in trying to describe their services and resources to the public. On the home page there are over fifty links to choose. We offer a wide variety
of services and resources with no system for prioritizing and organizing content and moving or relocating old content to appropriate archival locations once it is no longer current or relevant. The result is a chaotic and overloaded page which may lead to users “tuning out” information that may be of interest to them.

**Information Discovery Challenges**

The Library Web Team’s analysis of the site’s Google Analytics indicates a 63% “bounce rate” off of the home page, indicating that users come to the site for one or two purposes such as searching the online catalog or reserving a computer to use at the Library. It is of concern to the Library that the evidence indicates that most users spend little time exploring the website and do not discover the rich array of events, services (both online and in-house), and “online resources” which account for a significant portion of the Library’s collections offerings.

Additionally, many of the Library’s programs and services are announced or promoted with PDF files which are uploaded to the website and linked to from a brief announcement on the home page. This presents obvious problems for the visually impaired, and it also results in this information often being hidden – since it sits in a separate PDF file and not as a page on the website. There is no system for archiving or locating these files once the initial announcement link is removed from the home page.

**Challenges Integrating Multiple Sites & Systems**

As mentioned previously, the Library’s Web ecosystem is broad, encompassing a number of servers both in-house and hosted off-site. A significant challenge to the website redesign is creating a seamless experience across sites and services with some degree of consistent visual identity and usability, including adaptive technology for disabled users, familiar placement of controls, etc. across all customizable services. For most subscription-based services, the Berkeley Public Library needs a kit of styles and graphic images to help unify the Library’s visual identity across Web properties.

What follows is a partial inventory of sites that are part of BPL’s Web ecosystem:

- **Our main production web server is hosted by RackSpace, and is a Linux/PHP/Mysql environment:** [http://www.berkeleypubliclibrary.org/](http://www.berkeleypubliclibrary.org/)
- **The Online Public Access Catalog (OPAC) offers users access to the Library’s books, movies, music, and periodical collections and is one of the Library’s core services. The software suite that runs the OPAC is provided by Innovative Interfaces. For a number of reasons the Library continues to offer access to the OPAC through two different interfaces.**
  - The *Encore* interface ([http://encore.berkeley-public.org/iii/encore/home?lang=eng](http://encore.berkeley-public.org/iii/encore/home?lang=eng)) is a “Google-like” search interface. Encore allows users to apply facets and limits to their search after their initial search, and offers additional discovery tools not available on the Classic interface such as suggestions of other materials the user may be interested in, as well as article database results. Customization (branding) for Encore is extremely limited.
  - The Classic Catalog interface ([http://www.berkeley-public.org/](http://www.berkeley-public.org/)) is a legacy system preferred by a significant number of patrons and librarians. The Classic catalog has features unavailable in Encore, such as account information (books checked-out, fines, optional reading history, etc.) and a library card application form. All Classic Catalog pages are straight HTML and support a header and footer include file.
- **Electronic Books and e-books are hosted by Overdrive:** [http://overdrive.berkeleypubliclibrary.org](http://overdrive.berkeleypubliclibrary.org), available on the web and on mobile devices
- **The Library’s “Berkeley Reads” Adult Literacy program has created content on a “weebly.com” site that must be integrated into the new site:** [http://berkeleyreads.weebly.com](http://berkeleyreads.weebly.com)
- **The library has a mobile app through Boopsie.com, [http://berkpl.boopsie.com/](http://berkpl.boopsie.com/), which makes some features available to small screen devices, such as phones and tablets**
- **Librarian-created and maintained research guides, (called “LibGuides”) are housed on a 3rd party site maintained by staff via a web interface:** [http://berkeleypubliclibrary.libguides.com/](http://berkeleypubliclibrary.libguides.com/)
• Public Internet Computer Reservations are managed via an in-house IIS server with HTML and ASP technology for interacting with the reservation database: http://reservations.berkeley-public.org/mainPageNew.htm
• The Children’s website was recently re-designed and is part of the Library’s main site: http://www.berkeleypubliclibrary.org/children/
• Library Calendar of Events is a hosted service through Trumba. Trumba generates JavaScript snippets (“Spuds”) which are inserted in several of the production web pages. Library staff can create events via a secure online form. Library IT will make edits and remove calendar entries. http://www.berkeleypubliclibrary.org/calendars/index.php
• Staff book and media reviews are presented through a Wordpress blog “Baiting the Hook” http://www.berkeleypubliclibrary.org/bookblog/
• Library News (Press Releases) is presented in a Movable Type blog: http://berkeleypubliclibrary.org/news/
• NextReads is a reading suggestion e-mail service 3rd party site: http://www.nextreads.com/join.aspx?SID=9dc8fa14-80ae-4b19-a507-1ec67e42ea46
• Online Book Club is a 3rd party site: http://www.supportlibrary.com/nt/landing.cfm?x=53&menu=bccarousel&submenu=bcsignup
• “Discover and Go” is a service that provides free and discounted museum passes: http://discover.berkeleypubliclibrary.org/

II. SCOPE OF SERVICES

The Berkeley Public Library is seeking services to fully redesign the Library’s website creating a distinct visual identity for the Library and integrating other BPL owned, managed or licensed sites into this visual identity. Additionally, the selected Contractor is to implement a Content Management System (CMS) for BPL staff to maintain and update the website upon completion and acceptance of the redesign.

a. The term of the contract shall be from November 15, 2012 through November 15, 2013.

b. The services shall be performed primarily on the Contractor’s premises; however, the Contractor is expected to attend a minimum of 7 meetings (one per month) on-site at the Berkeley Public Library in downtown Berkeley with Library staff and the Project Manager. Conference calls and online meetings should also be included in the proposal.

c. Critical Dates for the project include:
   i. Kickoff meeting: November/December 2012
   ii. Completion of Phase I of project, February 28, 2013
   iii. Completion of Phase II of project and site launch: June 1, 2013

I. Phase I: Discovery, Design Planning & Site Definition

The selected Contractor will be responsible for confirming audiences, objectives, graphic look and feel, navigation, site marketing, technology issues and assumptions, required functionality, phasing, and budgetary constraints resulting in a creative brief.

The selected Contractor will conduct brief stakeholder interviews from the Library’s different stakeholder groups and review the statistics and research performed to-date by the Berkeley Public Library’s Web team to inform the direction of the process.

The selected Contractor will be responsible for website information architecture, graphic look and feel, user navigation, home page and main navigation templates for each of the main navigation links.
A. Phase I Deliverables

i. Site Map
ii. Content Analysis & Categorization (including identifying of areas of missing content)
iii. Content type table that defines all current and future content types on site
iv. Wireframes for all proposed page types
v. Page Description Diagrams for pages that contain more than a single function or content type which identify all page elements
vi. Three (3) visual design concepts for consideration by Berkeley Public Library
vii. Analytics “conversion goals” which will allow the Library to assess the success of the new website in decreasing the home page “bounce rate” and increasing the use of secondary and tertiary pages and resources.

2. Phase II: Site Design, Development, Testing and Deployment

A. The website designed by the selected Contractor must meet the following goals:

i. Create a distinct visual identity for the Library’s website
ii. Eliminate visual clutter and reduce “information overload” on the Library’s website
iii. Increase awareness of all that the Berkeley Public Library has to offer to the community in terms of online resources, services and programs
iv. Feature intuitive navigation and logically organized content
v. Facilitate users being able to find what they are looking for easily and quickly (i.e., through intuitive navigation, logical content organization, and predictive or “live” searching)
vi. Provide users with easy access to all of the features and functions of a 24/7 “virtual library”
Vii. Provide staff and Library users with easy access to answers to the most Frequently Asked Questions about the Library
viii. Feature the ability to search the Library’s catalog and subscription resources in a prominent and intuitive way
ix. Feature a website search tool that is easily distinguished from the catalog and subscription resources search
x. Integrate visually distinct and disparate subsections of the site as well as subsidiary websites that are part of the BPL web ecosystem including: the Children’s, Teen and Book Review sub-sites and the Library’s Online Catalogs (“Encore” and “Classic”), LibGuides and Library Online, the computer reservation system
xi. Provide a means of promoting multiple Library services, events or databases on the home page without changing the size or look of the home page
xii. Make it easy for users to find past announcements
xiii. The CMS must be easy for non-technical staff to use
xiv. Facilitate distributed content management by a number of staff through the implementation of a CMS that allows staff to edit discrete sections of a page without necessarily altering other areas of a page.

B. Phase II Deliverables

i. Implementation of visual design selected by BPL in Phase I
ii. All identified content from existing site migrated to new site/CMS
iii. All code (HTML, css, javascript, php, etc.) necessary for the site to function
iv. A mobile friendly version of the site
v. Separate style sheets for screen and print
vi. Incorporation of the Library’s Google Analytics code:
   a. On all pages
   b. On selected page sub-sections
   c. On outbound links to all Electronic Resources and Library Services.
   d. For conversion goals identified during the Phase I

vii. All appropriately licensed images (e.g., creative commons images, low-cost stock photography images, etc.) required to launch the site and maintain it for one year

viii. A branding “style kit” (e.g., css, images, fonts) which Library staff can use with third party sites for customization to achieve a similar look and feel across sites

ix. Basic CMS training

x. CMS customization for specific tasks

xi. A cross browser testing report

xii. An ADA testing report.

3. Site Requirements

   A. The Berkeley Public Library encourages creativity in the proposals submitted; however there are certain requirements for this website project. Your proposal must account for all of these requirements.

   i. Upon completion and acceptance by Berkeley Public Library, the website design and all of its contents, software and architecture become the sole property of the Berkeley Public Library
   
   ii. Site must be cross browser compatible and not built for or optimized for a particular browser

   iii. Site must be compatible with Open Source technology including: Linux, Apache, MySql, PHP

   iv. Site will continue to work with BPL’s primary backend database system, Filemaker

   v. CMS must be Open Source

   vi. W3C compliant HTML code and site development

   vii. Highly legible typography

   viii. Fluid page width depending on browser window size and screen resolution

   ix. Site must be designed with a balance of text and graphics such that each page loads in 2 seconds or less on the average computer

   x. Site must meet ADA requirements and be developed to meet all state, local, and federally-mandated access requirements.

   xi. All images to have ALT tags

   xii. Text to be sizable by end users

   xiii. Color scheme to be satisfactory for color blind users.

4. Testing

The selected Contractor will test the redesigned site on all applicable platforms to ensure the website works and functions as promised. The Contractor will explain testing plan through the development process. Testing will encompass ADA compliance testing, platform compatibility testing, and usability testing appropriate to the diverse audience of users of the Berkeley Public Library website. Results from testing of the new design will be used to adjust the site.

5. Delivery

The selected Contractor will upload the redesigned site to BPL’s web host and will install and configure the selected Open Source CMS on the Library’s web host. The firm will also deliver a media kit of appropriately licensed images, files, etc. to be used by Berkeley Public Library staff in maintaining site.

The selected Contractor will complete all services listed related to Website Redesign and Content Management
Implementation. The Contractor 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.

6. **Selection Process**

The following process will be followed to select a firm:

A. RFP responses will be evaluated, references checked, and a short list of firms will be invited to deliver a presentation and be interviewed

B. The finalist candidate will be selected from the highest scoring firm

C. The Library will begin contract negotiations with the finalist firm

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.

1. **Services to be Provided**

The proposal should address how you will:

A. Create a master visual design with input from various Library stakeholder groups (discuss how you work with stakeholder groups)

B. Create complementary looks/skins for different sections of the Library’s website as well as for content housed on 3rd party sites. In other words, the sub-sites and 3rd party hosted sites detailed in the “Challenges Integrating Multiple Sites and Systems” section above should have distinct styles, yet still be integrated into the overall look and feel of the main Library website.

C. Create a navigational structure to address the needs of the website’s various audiences

D. Create templates for secondary, tertiary and “one-off” pages that can be used to add pages to the site post-project

E. Recommend and implement an Open Source Web Content Management System; one that is cost effective for the Library, is not overly complex, or ‘overkill’, meets current and ongoing needs

F. Implement the new Web site on a staging site

G. Migrate the content that we choose to keep from our existing web site to the new web site

H. Train and support Library staff as maintenance and management of the website is handed over

I. Provide ‘train the trainer’ for selected BPL staff who will be responsible for training other BPL content providers

J. Integrate / link with the library catalog and other sites in the Library’s Web ecosystem as described in the Background section

K. Include the ability to incorporate multi-media content, i.e. web broadcast and archiving of sound and video related to library training, programs, and events

L. Highlight and link users to ‘self-service’ features of the Integrated Library System

M. Provide ability for feedback / input from users

N. Address accessibility standards for the visually-impaired as outlined in Section 508 of the Rehabilitation Act

O. Provide a usable interface for handheld small screen portable devices such as Phones and Tablets

P. Include information about how your firm handles usability, cross browser and ADA testing

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. **Sample Websites**

   Provide a minimum of 3 sample websites that your firm has created for other libraries, non-profits, municipal governments, or other public sector entities. The website URLs should be live and publicly accessible.

4. **Client References**

   Provide a minimum of 3 client references. References should be libraries, non-profits, municipal governments, or other 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.

5. **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 shall be itemized.

6. **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. **References** (20 percent)
2. **Costs** (30 percent)
3. **Sample Websites for evaluation** (15 percent)
4. **Quality of Proposal** (20 percent)

   After 2 – 3 finalists are selected, the final selection will be based on:

5. **Presentation and Interview for finalists** (15 percent)

**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 Project Manager and reference the contract number.

Berkeley Public Library
Accounts Payable
2090 Kittredge Street, 3rd Floor
Berkeley, CA 94704
Attn: Alicia Abramson

Payments: The City will make a good faith effort to pay Contractor within thirty (30) days of receipt of a correct and complete invoice. In no event shall City be liable for interest or late charges for any late payments.

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 or has a direct or indirect interest in 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 $13.03 (if medical benefits are provided) or $15.20 (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. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).
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: Monday, September 10, 2012
- Questions due: Friday, September 21, 2012
- Proposals due from potential bidders: Thursday October 4, 2012
- Complete Selection Process: Wednesday, October 24, 2012
- BOLT Approval of Contract (over $50k): Wednesday, November 14, 2012
- Award of Contract: Thursday, November 15, 2012
- Sign and Process Contract: November/December 2012
- Notice to proceed: November/December 2012

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 Certification of Compliance: Attachment F
- Right to Audit Form: Attachment G
- Insurance Endorsement: Attachment H

Revised June 2012
ATTACHMENT A

CHECKLIST

- Proposal describing service (one original and 3 copies)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel
- URLs of live Website examples
- 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 (may be optional)  Attachment E
  - Equal Benefits Ordinance Certification of Compliance (EBO-1)  Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL 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
- Berkeley Business License

For informational purposes only:  Sample of Personal Services Contract  Exhibit A
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 Lic. #: ___________

<table>
<thead>
<tr>
<th>Occupational Category:</th>
<th>Total Employees</th>
<th>White Employees</th>
<th>Black Employees</th>
<th>Asian Employees</th>
<th>Hispanic Employees</th>
<th>Other Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
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<td>Male</td>
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<tr>
<td>Official/Administrators</td>
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<td>Professionals</td>
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<td>Technicians</td>
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<td>Protective Service Workers</td>
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<td>Para-Professionals</td>
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<tr>
<td>Office/Clerical</td>
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<tr>
<td>Skilled Craft Workers</td>
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<td></td>
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<tr>
<td>Service/Maintenance</td>
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<tr>
<td>Other (specify)</td>
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<tr>
<td>Totals:</td>
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</tr>
</tbody>
</table>

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

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: __________________________

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

Signed: ____________________________________________ Date: __________________

Verified by: ______________________________________ Date: __________________

City of Berkeley Contract Compliance Officer

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 Transporters" 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:  Library Website Redesign and Content Management System Implementation /13-10694

Attachment C
CITY OF BERKELEY

Oppressive States Compliance Statement

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 Ado, 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.: Library Website Redesign and Content Management System Implementation /13-10694

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 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: Library Website Redesign and Content Management System Implementation /13-10694

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 ____________________________

Attachment E Page 2
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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>ZIP:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax No.:</td>
</tr>
</tbody>
</table>

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 __________________, ________

(State) (City)

_____________________________________   ______________________________________

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: ______________________

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: Library Website Redesign and Content Management System Implementation /13-10694

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:

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
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</tr>
</tbody>
</table>

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: Library Website Redesign and Content Management System Implementation /13-10694

Attachment H