Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 26-11754-C Re-Issued
FOR
Library Digital Experience Platform
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

12/12/2025

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for a Library Digital Experience Platform consisting of a Website Redesign with a Content Management System, and a Discovery Layer for the Berkeley Public Library's online catalog. As a Request for Proposal (RFP) this is <u>not</u> 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 <u>Tuesday, January 20, 2026</u>. **Proposals are to be sent via email with the "**Specification No.<u> 26-11754-C</u>**, Library Digital Experience Platform" clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as, "**Proposal: <mark>*Vendor Name*</mark> - 26-11754-C, Library **Digital Experience Platform." Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, "**Pricing: <mark>*Vendor Name*</mark> - 26-11754-C, **Library Digital Experience Platform."**

Email Proposals to:
City of Berkeley
Finance Department/General Services Division
purchasing@berkeleyca.gov

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. 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 of Library Information Technology**, via email at **aabramson@berkeleyca.gov** no later than **Tuesday, January 6, 2026**. Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley's site at Bid & Proposal Opportunities | City of Berkeley (berkeleyca.gov). 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 Oyekamni
Director of Finance

I.   INTRODUCTION AND BACKGROUND

The Berkeley Public Library is seeking proposals from qualified vendors for all or part of a Library Digital Experience Platform consisting of 1. A Library Website Redesign including a Content Management System (CMS) and 2. A Discovery Layer for the Library's online catalog. Our goal is to create a unified, modern, user-friendly, multi-lingual and accessible Digital Experience Platform that provides enhanced patron engagement, and which effectively delivers access to the Library's physical collections, online resources and library services to our diverse users. Content is to be delivered at a minimum in English, Chinese and Spanish.

1.   Website Background

In 2024, in partnership with a consulting firm, the Berkeley Public Library (BPL) underwent the process of developing a five-year technology plan. One of the top priorities to emerge from that planning process was the improvement of the patron and staff experience when utilizing the Library's digital information delivery systems, such as the website and the online catalog. These two systems are often the first "entry points" that many users access to learn what the Library has to offer in terms of hours, locations, library services, programs, research databases and a myriad of materials, both physical and digital, including books, CDs, tools, eAudiobooks, eBooks, eMusic, online movies and more. The specific finding of the final report was that a "comprehensive redesign of the library's website is essential to improve user experience and access to information". This includes redesigning the website for modern usability and accessibility while appealing to a diverse audience and improving content management.

The current iteration of BPL's website was released in the spring of 2014. The Drupal Content Management System (CMS) and the site hosting is managed in the cloud by a Library vendor. The site's initial reception was favorable—it received positive feedback from both staff and members of the public. It was, at the time, a great improvement over the Library's previous website which was text-based with no discernable style and poorly organized information architecture.

As the site has aged, it has grown somewhat complex to manage and has an inconsistent design. Feedback from the public and library staff have indicated that a more streamlined website with more intuitive navigation, better organized content, that is more responsive, accessible and appealing to a wide variety of users of different demographics and abilities, is desired.

Frequent complaints include that it is hard for users to find information they are looking for on the site; that the site does not meet modern accessibility standards; and the navigational structure is not easy to use and often does not lead users to the information they are seeking.

The website is not fully responsive, particularly in the mobile view. Additionally, the mobile version of the site does not fully mirror the full site, specifically the navigation and content organization. To provide multi-lingual access to users, the site currently incorporates a "Google Translate" widget, launched in 2024. Additional third-party integrations include the Communico calendar and events system, and Google Analytics.

2.   Discovery Layer Background

Berkeley Public Library currently uses the CARL ILS and its associated OPAC, which presents some limitations that affect user experience and resource discovery. The existing system displays search results using a ranking system that CARL does not disclose, making it difficult for users to understand or optimize how results are prioritized.

It is sometimes challenging for users to efficiently locate the most relevant materials. The system offers limited display customization options, lacks comprehensive record grouping for related materials, and has limitations in handling authority records and cross-referencing capabilities. Additionally, the Carl ILS does not fully support

printing of multiple languages, particularly with diacritics which creates challenges for creating shelf marks (labels), organizing and accessing our multilingual collection materials.

To address these challenges and enhance our discovery services, we are seeking a discovery layer solution that will provide improved relevance ranking to help surface appropriate results, more flexible display options that can be tailored to user preferences and library needs, better record grouping functionality that connects related materials such as different editions and formats, and enhanced authority control integration that improves cross-references and variant forms. We hope the discovery layer will offer additional search capabilities including but not limited to, search suggestions, and unified searching across multiple resource types.

As part of this work, the Library is enriching its bibliographic records with additional metadata to better reflect the identities and perspectives of creators. This includes – but is not limited to-demographic, cultural, and community identifiers that highlight authors and creators from historically marginalized or underrepresented groups. Such data may be drawn from MARC fields (e.g., 386), authority records, and other emerging standards or vocabularies, with the understanding that this is an evolving area of practice.

Additionally, Berkeley Public Library operates with a split CARL OPAC configuration to accommodate the Tool Lending Library. The Tool Lending Library has specific business rules requiring both pickup and return of tools exclusively at that location. The discovery layer should support these location-specific restrictions while maintaining a unified search experience across all collections.

Vendors are encouraged to describe how their discovery solution can effectively incorporate and leverage this type of metadata to support inclusive navigation. This may include features such as filtering, faceting, or curated views that highlight underrepresented voices and perspectives. Solutions that demonstrate flexibility in supporting multiple metadate sources, authority records, and evolving standards and that enhance the discoverability of diverse creators are preferred. By enabling the use of enriched metadata the library seeks to foster a more intuitive and equitable discovery environment, improving access to resources and better serving the community's diverse information and reading needs.

II.   SCOPE OF SERVICES

   a. The Library anticipates that work will begin on the Website and Discovery Layer in March 2026 and that there will be a six-month implementation period followed by a three-year support, maintenance and subscription period.
   b. Services may be provided remotely with the expectation that there will be a minimum of 3 on-site, in-person meetings with the contractor and designated Library staff involved in the project.
   c. The Library will invite the most highly ranked proposers to an onsite presentation which would include a question-and-answer period.
   d. The following aesthetic, technical, and accessibility requirements will be deliverables of the contract:

REQUIREMENTS

PART 1: Library Website Redesign including a Content Management System, and hosting

1.1 Website Design and Development

- Complete redesign of library website with modern, clean aesthetic
- Website equitably serves a variety of patrons of different demographics who have varying needs and technical abilities with a commitment to Equity Centered Navigation, Migration of existing specified content from Library's current website to newly designed website
- User-centered design with intuitive information architecture
- Fully responsive design for optimal viewing on all devices

- International language support (including English, Chinese and Spanish)
- Capable of supporting the Communico calendar and events management system
- Website design aligned with Discovery layer branding and aesthetic

1.2 Content Management System (CMS)

- Implementation of robust, easy-to-use CMS
- User role management with granular permissions
- Content workflow management with approval processes
- Ability to roll back changes
- Media library with digital asset management capabilities
- Content versioning and scheduling capabilities
- Website content Staging ("Test") and Production ("Live") environments
- Template system for consistent content creation
- API integration with various Discovery Layers on the market (specify which are supported)
- Regular version upgrades and security patches
- Daily backup and restore
- Hosted securely on the cloud with 99.9% uptime guarantee

1.4 User Experience Features

- Real-time chat capabilities between patrons and staff
- Simplified, intuitive interface with reduced cognitive load
- Website search will produce highly relevant and the most recent content first
- Website search results will display summary content for each hit providing users with contextual information allowing them to choose the most relevant result
- Website search will provide a passthrough search to the Discovery Layer for users searching for Library materials
- Website search will include event results from the Library's Communico events management system

2.1 Accessibility and Language Requirements

- Full compliance with WCAG 2.2 guidelines
- Screen reader compatibility and keyboard navigation
- Accessible document formats for downloadable content
- Accessibility statement and feedback mechanism
- Ongoing accessibility maintenance plan
- Enhanced Accessibility: Features beyond minimum requirements
- Multilingual Support: Accessibility across supported languages

2.2 User Experience Requirements

- **Information Architecture**: Multiple and intuitive navigation pathways, and content organization
- **Mobile Responsiveness**: Optimal experience across all devices
- **Simplicity**: Clean, intuitive interface with minimal learning curve
- **Advanced Search**: An intuitive search interface with relevant, ranked results
- **AI Capabilities**: Exploration of AI for search and assistance

3.1 Project Phases

- **Discovery and Planning**: Requirements gathering, stakeholder interviews
- **Design**: Information architecture, wireframes, visual design with no fewer than three review phases
- **Development**: CMS implementation, front-end and back-end development

- **Integration**: Connection with existing systems and databases including Communico and Google Analytics
- **Testing**: Contractor will conduct testing that will encompass functionality, accessibility and usability testing appropriate to the diverse audience of users of the Berkeley Public Library website as defined in 1.1 above. Results from testing of the new design will be used to adjust the site
- **Training**: Staff training on CMS and administrative functions
- **Documentation**: Documentation covering all functionality and stylistic elements of the new website
- **Launch**: Site deployment and go-live support
- **Post-Launch**: Evaluation and refinement

3.2 Deliverables

- Project management plan and timeline
- Information architecture documentation
- Wireframes and design mockups for all proposed page types
- Content inventory, analysis and categorization
- Content migration plan and execution
- Fully functional website with integrated CMS
- Training materials and documentation
- Accessibility testing and user testing reports
- Post-launch support plan including email, phone and ticketing system for reporting errors and issues
- Service Level Agreement covering response times, support availability 8 AM – 5 PM PST
- Hosting Plan including security, uptime guarantee, backups and restore, CMS version update practices and procedures

4.1 Success Metrics

- **Responsive Design Process:** Designing with community members in mind
- **Accessibility Compliance**: Meeting or exceeding WCAG 2.2 standards
- **Search Effectiveness**: Google-like search results and relevance
- **Unified Search**: Single point of access for all resources including Link+
- **Public Perception**: Improvement in website and mobile satisfaction ratings
- **Resource Discovery**: Increased usage of online resources
- **Event Integration**: Successful search and display of relevant Communico events

4.2 Key Performance Indicators (KPIs)

- Increase in website traffic and session duration
- Reduction in bounce rate
- Increase in digital resource usage
- Higher patron account creation and login frequency
- Improved search success rate
- Positive accessibility audit results, audit to be conducted by vendor
- Increased mobile usage statistics

PART 2: Discovery Layer

1. Discovery Layer Requirements

Note: The following discovery layer requirements are intentionally comprehensive to reflect the Library's commitment to accessibility, equity, multilingual service, and user-centered design. All listed features are considered desired capabilities. Vendors should indicate which features are currently available, customizable, or included in their development roadmap.

1.1 Search and Discovery Functionality

- **Unified Search Interface**: Single search box providing access to all library resources including catalog, databases, digital collections, Tools, and online resources
- **Advanced Search Capabilities**: Boolean operators, field-specific searching, date ranges, and complex query building
- **Faceted Navigation**: Dynamic filtering for example by format, subject, publication date, location, availability status, and other resource attributes. System must support the creation and customization of facets, including locally defined fields and multilingual options.
- **Intelligent Search Features**: Auto-complete suggestions supporting phonetic spelling, slang and common misspelling, search term recommendations, and query expansion
- **Relevance Ranking**: Sophisticated algorithm for result ordering with customizable ranking factors
- **Search History**: User ability to save, revisit, and manage previous searches
- **Google-like Search Experience**: Intuitive search functionality matching modern user expectations
- **Relevance Ranking**: Sophisticated algorithm for result ordering with customizable ranking factors

1.2 Content Integration and Resource Discovery

- **Catalog Integration**: Seamless access to complete bibliographic records, real-time holdings, and item availability
- **Database Integration**: Option to conduct federated searches across subscription databases and electronic resources
- **Digital Collections**: Integration with institutional repositories, local history collections, and digital archives
- **External Resources**: Connection to WorldCat, and other external library resources
- **Resource Recommendations**: "More like this" suggestions and related item discovery
- **New Acquisitions**: Highlighting of recently added materials and trending resources
- **Popular Items**: Display of frequently accessed and highly rated materials

1.3 FRBR and Record Grouping

- **Work-Level Grouping**: Automatic clustering of different editions, formats, and versions of the same intellectual work
- **Format Display**: Clear presentation of available formats (print, eBook, audiobook, DVD, etc.) within grouped records
- **Edition Management**: Logical organization of multiple editions with publication date and format distinctions
- **Availability Integration**: Real-time availability status for all formats and editions of the same title, including location specific holds and return   restrictions (e.g., Tool Lending Library materials restricted to specific pickup and return location)
- **User Selection**: Easy format selection and comparison within grouped results
- **Preferred Format Display**: Configurable default format display based on library priorities or user preferences
- **Related Work Connections**: Links between related works, series, and companion materials
- **Manifestation Details**: Detailed bibliographic information for each specific edition or format when needed

1.4 User Experience and Interface Design

- **Responsive Design**: Optimal functionality across desktop, tablet, and mobile devices
- **Accessibility Compliance**: Full WCAG 2.2 compliance with enhanced accessibility features
- **Multilingual Support**: Interface language options
- **Intuitive Navigation**: Clean, modern interface with minimal cognitive load
- **Visual Discovery**: Cover images, previews, and rich media integration

- **Customizable Interface**: Branding options aligned with library website design
- **Social Features**: User ratings, reviews, and resource sharing capabilities, ability to integrate social media feeds into the site
- **Equity and Inclusion**: Aligns with Library's equity and community engagement goals

2. Technical Integration Requirements

- **Search Analytics**: Detailed reporting on search patterns, popular resources, and user behavior
- **System Configuration**: Customizable settings for search parameters, display options, and user features
- **Usage Statistics**: Comprehensive analytics and reporting capabilities

2.1 System Integration

- **ILS Compatibility**: Real-time integration with existing Integrated Library System
- **API Requirements**: Comprehensive APIs for data exchange and system communication
- **SIP 2 Authentication**
- **Authentication Integration**: Single sign-on capabilities with existing patron authentication
- **Data Synchronization**: Real-time or near-real-time updates of catalog records and availability
- **Performance Standards**: Fast response times and reliable system performance
- **Security Protocols**: Data encryption, secure transmission, and privacy protection
- **Multi-Configuration Support**: Integration with Carl ILS split configuration accommodating Tool Lending Library's specific holds and pickup, and return requirements restricted to that location only,

2.2 Platform and Hosting

- **Deployment Options**: Cloud-hosted
- **Scalability**: Ability to handle concurrent users and growing collections
- **Uptime Guarantees**: 99.9% uptime commitment with monitoring and reporting
- **Backup and Recovery**: Comprehensive data protection and disaster recovery procedures
- **Update Management**: Regular software updates and security patches

3. User Features and Functionality

3.1 Patron Account Features

- **Personal Accounts**: User profiles with saved searches, favorites, and reading history
- **List Management**: Creation and management of personal resource lists
- **Citation Tools**: Export functionality to RefWorks, Zotero, EndNote, and standard citation formats
- **Print and Email**: Easy sharing and printing of search results and resource information
- **Request Integration**: Seamless holds, requests, and Link+ functionality with support for location specific hold pickup and return restrictions.
- **Fines and Fees Integration**: Integrate OPAC online payment functionality

3.2 Enhanced Discovery Tools

- **Browse Features**: Subject browsing, author exploration, and collection navigation
- **Recommendation Engine**: Personalized suggestions based on user behavior and preferences
- **Visual Search**: Image-based discovery and visual content exploration
- **Tag and Keyword Management**: User-generated tags and enhanced keyword searching
- **Content Previews**: Sample pages, table of contents, and summary information
- **AI integration: Possible** use of artificial intelligence for predictive search, smart recommendations, and behavior-based content personalization

4. Administrative Features and Content Management

4.1 Staff Administration Tools

- **Administrative Dashboard**: Comprehensive management interface for library staff
- **Content Curation**: Tools for featuring collections, highlighting new materials, and managing displays
- **Search Analytics**: Detailed reporting on search patterns, popular resources, and user behavior
- **System Configuration**: Customizable settings for search parameters, display options, and user features
- **Usage Statistics**: Comprehensive analytics and reporting capabilities

4.2 Metadata and Content Management

- **Metadata Standards**: Support for MARC, RDA compliance, Dublin Core, Linked Data and other bibliographic standards
- **Inclusive Metadata**: Integration and indexing of creator demographic and cultural metadata (e. g., MARC 386, authority records, Homosaurus, Indigenous subject headings, and other vocabularies) to enable faceting, filtering, and curated discovery of underrepresented voices and underrepresented communities
- **Enhanced Records**: Incorporation of cover images, reviews, summaries, tables of content, and enriched content
- **Authority Control**: Comprehensive authority record integration and linked -data management
- **Custom Fields**: Ability to add, index, and display local fields and specialized metadata
- **Batch Processing**: Tools for bulk record updates and content management

4.3 Authority Control Requirements

- **Authority Record Integration**: Full support for Library of Congress Name Authority File (LCNAF), Library of Congress Subject Headings (LCSH), LCGDT, and local authority files
- **Real-time Authority Updates**: Synchronization with authority record changes and updates
- **Cross-Reference Display**: Proper handling of "see" and "see also" references in search results
- **Preferred Term Resolution**: Automatic redirection from non-preferred to preferred terms
- **Authority Browsing**: Browse functionality for authorized headings and controlled vocabularies
- **Variant Form Searching**: Search capability across all authorized and variant forms
- **Authority-Enhanced Results**: Display of related subjects, broader/narrower terms, and associated concepts
- **Local Authority Support**: Integration with library-specific local authority records and customizations

5. Integration with Website (Part I)

5.1 Seamless User Experience

- **Visual Consistency**: Discovery layer design aligned with new website branding and aesthetic
- **Navigation Integration**: Smooth transitions between website and discovery interface
- **Single Sign-On**: Unified authentication across website and discovery layer
- **Shared Search**: Website search functionality connecting to discovery layer results
- **Mobile Consistency**: Coordinated mobile experience across both platforms

5.2 Technical Integration

- **API Connectivity:** Robust APIs enabling website-discovery layer communication
- **Customized discovery interface matching library branding**
- **Administrative training materials and user guides**
- **Testing reports and performance metrics**
- **Launch support and transition assistance**

- **Post-implementation Plan**
- **Content Sharing**: Ability to embed discovery results within website pages
- **Event Integration:** Connection with Communico events and library programming
- **News and Updates:** Integration of library announcements and service information
- **Chat Integration:** Coordinated real-time chat functionality across both platforms

6. Success Metrics and Evaluation Criteria

6.1 Discovery Layer Success Metrics

- **Search Effectiveness:** Improved search success rates and user satisfaction
- **Resource Usage:** Increased access to digital resources and catalog materials
- **User Engagement:** Higher session duration and reduced bounce rates
- **Mobile Usage:** Successful mobile discovery experiences
- **Accessibility Compliance:** Meeting and exceeding WCAG 2.2 standards
- **Multilingual Effectiveness:** Successful use across supported languages
- **Equity centered navigation**: Measurable increase in discovery and usage of materials by creators from underrepresented communities, through demographic faceting, improved search success rates for diverse content, and enhanced visibility of inclusive collections.

6.2 Key Performance Indicators

- **Increase in catalog searches and resource discovery**
- **Improved patron account creation and engagement**
- **Higher usage of electronic resources and databases**
- **Reduced staff assistance requests for resource location**
- **Increase in discovery of inclusive content**
- **Improved accessibility audit scores**
- **Enhanced mobile usage statistics**
- **Equity centered navigation**

7. Project Timeline and Implementation

7.1 Project Phases

- **Discovery and Planning:** Requirements gathering and stakeholder input
- **Design and configuration:** Search interface design, navigation structure, and initial setup
- **Development:** Discovery layer configuration, indexing, and customization
- **Integration:** Connection with CARL ILS, databases, other resources and Website-CMS
- **Testing:** Functionality, accessibility, multilingual support. equity-focused navigation, and performance testing
- **Training:** Staff training on system us and usability
- **Documentation:** System configuration and user guides
- **Launch:** Deployment and go-live support
- **Post-Launch:** Evaluation and refinements

7.2 Project Deliverables

The contractor shall provide the following deliverables for the Discovery Layer implementation:

- Project management plan and timeline- establishing milestones, responsibilities, and schedule for Discovery Layer implementation

- Search interface design and configuration documentation-including navigation structure, equity centered facets, and multilingual options.
- Metadata (e.g., Homosaurus, Indigenous subject headings, linked data) integration plan covering MARC, RDA, authority records, local metadata and evolving standards
- Indexing and content integration plan spanning CARL ILS, Subscription databases, digital collections, and external resources
- Fully functional discovery layer platform- configured, tested, and integrated with the CARL ILS and website CMS
- Customized facets and Inclusive Navigation pathways- Leveraging demographic and cultural metadata to highlight underrepresented voices and support equitable discovery
- Training materials and usability documentation- for all library staff covering discovery layer features, usability, and administrative functions
- Accessibility and equity-focused testing reports- documenting WCAG2.2 compliance and effectiveness of inclusive navigation
- Post- launch support and refinement plan- including evaluation, analytics reporting, and iterative improvements
- Hosting and system maintenance plan- outlining up-time guarantees, backup procedures, security, and system updates

8. Vendor Requirements and Qualifications

8.1 Experience and Expertise

- **Library Industry Tested Product**: Discovery layer being proposed has been tested in the Library industry and is in use by libraries in the United States
- **Library Technology Experience:** Demonstrated experience with library discovery systems
- **Integration Expertise:** Proven success in integrating ILS platforms and library websites. Proven track record of ILS and website integrations
- **Accessibility Knowledge:** Demonstrated implementation of WCAG 2.2 or higher in public facing systems. Experience implementing WCAG compliance in library systems
- **Multilingual Implementation:** Experience delivering platforms with robust support for international languages, including right-to-left scripts and diacritics. Experience with international language support
- **Public Library Focus**: Understanding of public library user behaviors, workflows and community-centered services needs and workflows
- **Equity and Inclusion**: Demonstrated experience implementing discovery systems that surface diverse creators though demographic metadata, inclusive vocabularies. And community-responsive navigation features

8.2 Support and Maintenance

- **Implementation Support**: Dedicated project manager and technical team. Dedicated project management and technical support
- **Training Programs**: Comprehensive staff training and documentation
- **Ongoing Support**: Help desk availability, response times, and escalation procedures
- **System Updates**: Regular software updates and feature enhancements
- **Performance Monitoring**: Proactive system monitoring and optimization

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. <u>Contractor Identification</u>:

   Provide the name of the firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person and company tax identification number.

2. *<u>Client References</u>: (3)*

   Provide a minimum of *three (*3**) client references. References should be large public libraries, California cities or other large 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.

3. <u>Proposal</u>:

   The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise. Support, maintenance and subscription costs for 3 years beyond completion of the implementation period of the project must be included as a separate section of the pricing proposal. Pricing proposals shall be a separate document. 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. Evaluation of price proposals are subject to the local vendor business preference (see section VII.F.).

   Vendors responding to either or both components of the Library Digital Experience Platform should structure their proposals as follows:

   For Part I (Website) Only:

   - Specify: "Library Digital Experience Platform: Part I, Website Redesign, Content Management System and hosting"
   - Address all requirements outlined in Part I sections 1-4

   For Part II (Discovery Layer) Only:

   - Specify: "Library Digital Experience Platform: Part II, Discovery Layer"
   - Address all requirements outlined in Part II sections 1-8

   For Both Components:

   - Specify: "Library Digital Experience Platform: Part I and Part II"
   - Address all requirements for both components
   - Include additional section addressing integration between components
   - Demonstrate unified approach to user experience and technical architecture

   Required Proposal Elements

   a. Executive Summary
   b. Company Background and Qualifications
   c. Technical Approach and Methodology
   d. Project Timeline and Implementation Plan
   e. Cost Breakdown and Pricing Structure
   f. References (minimum 3 for each component being bid)
   g. Sample Work and Case Studies
   h. Support and Maintenance Plan

4. <u>Contract Terminations</u>:

If your organization has had a contract terminated in the last five (5) 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 (5) years, so indicate.

IV.   SELECTION CRITERIA

The following criteria will be considered in determining which firm is hired.

Website Only (Part I)

1. Technical Approach and CMS capabilities –25%
2. Design, usability, and accessibility – 25%
3. Equity-centered design for diverse audiences – 20%
4. Cost and value proposition – 15%
5. References and past performance – 15%

Discovery Layer Only (Part II)

1. Technical integration with CARLX ILS and APIs – 25%
2. Search, discovery, and user interface design -- 25%
3. Equity and inclusive discovery tools –15%
4. Cost and value proposition – 15%
5. References and past performance of Discovery Layer – 20%

Combined Proposals (Parts I and II):

1. Unified platform strategy and integration CARLX ILS And API integration – 20%
2. Technical capabilities across both components – 20%
3. Design, accessibility, usability and equity across experiences – 20%
4. Cost effectiveness of combined solution –15%
5. References of customers with completed website and Discovery Layer projects in production – 15%
6. Project management approach – 10%

* Effective 1/1/2022. Local Vendor Preference. For the purposes of comparing pricing as part of this competitive RFP for goods up to $100,000 or non-professional services up to $250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.

A selection panel will be convened of staff to evaluate and score submittals.

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. **Email invoices to Accounts Payable and cc: aabramson@berkeleyca.gov;** (List on invoice, Attn: Alicia Abramson/Manager, Library Information Technology) and reference the contract number.

> Berkeley Public Library
> Library Accounts Payable
> 2031 Bancroft Way
> Berkeley, CA 94704
> Email: **LibraryAccountsPayable@berkeleyca.gov**
> Phone: 510-981-6195

Payments: The City will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

VI.   CITY REQUIREMENTS

*(Do not modify any part of this section except: Living Wage would not apply if __commodities__ are being purchased and Equal Benefits would not apply if the contract amount will be less than $25,000. If this is the case, do not delete the section just note next to it **"Does Not Apply to this Request for Proposal"**)*

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 Nos. 59,853-N.S., 60,382-N.S., and 70,606-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. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE").

Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.

E. 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.

F. 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 current Living Wage rate can be found here: Information for Vendors | City of Berkeley (berkeleyca.gov). 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.

G. 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.

H. 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 $2,000,000, automobile liability insurance in the minimum amount of $1,000,000 and a professional liability insurance policy in the amount of $2,000,000 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 insured.

Insurance not Necessary: If the services are such that the risk of exposure to liability is very low, insurance may not be required. An example of such a service is an individual using his/her computer at home to lay out a newsletter for the City.
** *This determination must be made by the Risk Manager in writing before the RFP is issued.* ******

Insurance Waiver: *A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)*

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.

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

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be ***printed on both sides of the page*** whenever practical.

E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:
http://www.dir.ca.gov/OPRL/statistics_and_databases.html

F. Local Vendor Preference

City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.)

A **local business** is defined as "a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address."

VIII.   SCHEDULE (Dates are subject to change)

- ❑ Issue RFP to Potential Bidders: December 12, 2025

- ❑ Questions Due   January 6, 2026

- ❑ Proposals Due from Potential Bidders   January 20, 2026

- ❑ Complete Selection Process   March 16, 2026

- ❑ Board of Library Trustees Approval of Contract (over $50k)   April 15, 2026

- ❑ Award of Contract   April 16, 2026

- ❑ Sign and Process Contract   May 29, 2026

- ❑ Notice to Proceed   June 1, 2026

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
- • Sanctuary City Compliance Statement   Attachment E
- • Living Wage Form   Attachment F
- • Equal Benefits Certification of Compliance   Attachment G
- • Right to Audit Form   Attachment H
- • Insurance Endorsement   Attachment I

ATTACHMENT A

CHECKLIST

- ❑ Proposal describing service (one (1) PDF of proposal)

- ❑ Contractor Identification and Company Information

- ❑ Client References

- ❑ Costs proposal by task, type of service & personnel (as a separate document from the proposal)

- ❑ The following forms, completed and **signed in blue ink** (attached):

    - o   Non-Discrimination/Workforce Composition Form   Attachment B

    - o   Nuclear Free Disclosure Form   Attachment C

    - o   Oppressive States Form   Attachment D

    - o   Sanctuary City Compliance Statement   Attachment E

    - o   Living Wage Form   Attachment F

    - o   Equal Benefits Certification (EBO-1)   Attachment G

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- ❑ Provide **original-signed in blue ink** Evidence of Insurance

    - o   Auto
    - o   Liability
    - o   Worker's Compensation

- ❑ Right to Audit Form   Attachment H

- ❑ Commercial General & Automobile Liability Endorsement Form   Attachment I

- ❑ Berkeley Business License (Current Year Certificate)

For informational purposes only, see the Sample of Personal Services Contract**.**

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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. #: _____

Occupational Category: _____ (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

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

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**
               Attachment B (page 1)

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.

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**
                    Attachment B (page 2)

CITY OF BERKELEY
<u>Nuclear Free Zone Disclosure Form</u>

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 Digital Experience Platform/26-11754-C**
       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 Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). 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; and Burma (Myanmar)**

"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 Digital Experience Platform/26-11754-C**

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
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO").   Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

      a.   "Data Broker" means either of the following:

           i.   The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

          ii.   The aggregation of data that was collected for another purpose from that for which it is ultimately used.

      b.   "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:

           i.   The City's computer-network health and performance tools;
          ii.   Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

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 Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a $1,000 fine.

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. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____   Title: _____

     Signed: _____   Date: _____

Business Entity: _____

SCCO CompStmt (10/2019)

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**
                Attachment E

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' changes (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 <u>NOT</u> 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 <u>IS</u> subject to the LWO. If you responded "NO" to 1(b) this contract <u>IS NOT</u> 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 <u>NOT</u> 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 <u>IS</u> subject to the LWO. If you responded "NO" to 2(b) this contract <u>IS NOT</u> 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**.**   ☐

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**
Attachment F (page 1)

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 or 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 or 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: _____

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

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**
          Attachment F (page 2)

To be completed by
Contractor/Vendor

Form EBO-1
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

Name:	Vendor No.:		
Address:	City:	State:	ZIP:
Contact Person:	Telephone:		
E-mail Address:	Fax No.:		

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).

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**
Attachment G (page 1)

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 _____, _____
                                                                            (City)   (State)

_____   _____
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: _____ _____

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**
                      Attachment G (page 2)

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: _____

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Contract Description/Specification No: **Library Digital Experience Platform/26-11754-C**   **Attachment H**

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:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Digital Experience Platform/26-11754-C**
                    Attachment I

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