AGENDA

BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES

THURSDAY, APRIL 9, 2015

EL SERENO BRANCH LIBRARY
5226 S. HUNTINGTON DRIVE
LOS ANGELES, CA 90032

TIME: 11:00 A.M.

AGENDA: In compliance with Government Code Section 54957.5, you may view the agenda and all available documents related to the items at the Central Library’s Information Desk or via the Internet at: http://www.lapl.org/about/blc_docs.html.

RULES OF DECORUM: Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

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1. ROLL CALL

2. REMARKS BY THE CENTRAL NORTHEAST AREA MANAGER
   AND THE EL SERENO BRANCH SENIOR LIBRARIAN

3. PUBLIC COMMENTS ON MATTERS
   WITHIN THE BOARD’S JURISDICTION
   (In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting shall be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)

4. CITY LIBRARIAN’S COMMENTS AND ANNOUNCEMENTS

5. CITY LIBRARIAN’S REPORTS

   CONSENT CALENDAR
   (Commissioners who wish to discuss particular items should ask that such items be called as Special.
   The remaining items will be subject to a single vote.)

   a. RECOMMENDATION TO ACCEPT GIFT OF $3,000 FROM
      THE FRIENDS OF THE STUDIO CITY BRANCH LIBRARY
      FOR THE “HOT OFF THE PRESS” BEST SELLER PROGRAM
      AT THE STUDIO CITY BRANCH LIBRARY
      (EXHIBIT “A”)

   b. RECOMMENDATION TO APPROVE AWARD OF CONTRACT
      FOR ACQUISITION OF LIBRARY MATERIALS AND SERVICES
      TO BRODART, CO
      (EXHIBIT “B”)
c. RECOMMENDATION TO APPROVE AWARD OF CONTRACT FOR ACQUISITION OF LIBRARY MATERIALS AND SERVICES TO CHILDREN’S PLUS (EXHIBIT “C”)

d. RECOMMENDATION TO APPROVE AWARD OF CONTRACT FOR ACQUISITION OF LIBRARY MATERIALS AND SERVICES TO PERMA-BOUND BOOKS (EXHIBIT “D”)

6. VARIOUS COMMUNICATIONS: NONE

7. COMMISSIONERS’ COMMENTS, ANNOUNCEMENTS AND REVIEW OF MATTERS PENDING

8. ADJOURNMENT

NEXT BOARD MEETING NOTICE

THE NEXT BOARD MEETING IS SCHEDULED FOR THURSDAY, APRIL 23, 2015, AT THE CENTRAL LIBRARY, 630 WEST FIFTH STREET, LOS ANGELES, CA 90071, CONVENING AT 11:00 A.M.

FINALIZATION OF BOARD ACTIONS - CHARTER SECTION 245: In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

PARKING: Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at www.lapl.org.

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For additional information, please contact the Board Office at (213) 228-7530.

POSTED 4/6/15

FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: ACCEPTANCE OF GIFT FROM THE FRIENDS OF STUDIO CITY BRANCH LIBRARY

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of $3,000 received from the Friends of Studio City Branch Library, for the benefit of the Studio City Branch Library be accepted; and

FURTHER RESOLVED, That a letter of thanks be sent to the Friends of Studio City Branch Library, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. The gift of $3,000 is for the "Hot Off The Press" Bestseller Program.

2. A letter of thanks should be sent to:

   Ms. Maria Schneider, President
   Friends of Studio City Branch Library
   12511 Moorpark Street
   Studio City, CA 91604

Prepared by: Karen Pickard-Four, Interim East Valley Area Manager

Reviewed by: Cheryl Collins, Director of Branches
EXHIBIT “B”

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

April 9, 2015

TO:        Board of Library Commissioners
FROM:      John F. Szabo City Librarian
SUBJECT:   AWARD OF ACQUISITION OF LIBRARY MATERIALS AND SERVICES
           CONTRACT TO BRODART, CO.

RECOMMENDATIONS:

    THAT The Board of Library Commissioners award a contract to Brodart, Co. to
    provide materials and services to the Los Angeles Public Library (LAPL); and,

    FURTHER RESOLVED, That this vendor can provide the materials and supplies
    set forth in this agreement as proposed in the Request for Proposal response submitted
    on March 11, 2015; and,

    FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized
    to make technical changes to the agreement prior to execution; and,

    FURTHER RESOLVED, That the President of the Board of Library Commissioners
    is authorized to execute the contract.

FINDINGS:

1. On January 22, 2015 the Library Commission approved the issuance of
   Request for Proposals (RFP) for a wide range of vendor services for cost
   effective and timely provision of books and non-book materials for adults, young
   adults and children. A mandatory pre-proposal conference was held on
   January 29, 2015 to provide information, answer questions from potential
   proposers and discuss the RFP. Representatives from six firms attended the
   conference. The deadline to submit proposals was March 11, 2015.

2. Six proposals were received on March 11, 2015. The proposals were
   preliminarily reviewed to ensure compliance with the requirements specified in
   the RFP. Unfortunately, three of the firms submitting a proposal did not comply
   with the Business Inclusion Program (BIP) Outreach Process. Because they did
   not perform the mandatory outreach, the Bureau of Contract Administration
   considers the three proposals to be non-responsive. The three firms were
   notified that their proposals were deemed non-responsive.
3. Staff reviewed each of the three remaining proposals. They were all responsive and had merit. Proposers were given the option in the RFP to bid on some or all of the materials and services required by the Library. The intention was to have multiple vendors under contract with no minimums or guarantee as to dollar amount or quantities purchased. This was to allow maximum flexibility in purchasing power while still ensuring that vendors providing materials and services to the Library were in compliance with all of the City of Los Angeles' contracting requirements.

4. Brodart, Co. did, in fact, meet the requirements to contract with the City of Los Angeles and the Los Angeles Public Library. The contractor was evaluated on its proposed fees, overall service and processing and relevant experience and qualifications.

5. The contract will become effective upon signature of the agreement.

6. The Deputy City Attorney is reviewing the contract as to form and legality.

Attachments

Prepared by: Eloisa Sarao
Assistant Business Manager

Reviewed by: Kris Morita
Assistant General Manager
AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
BRODART, CO.
ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Library"), and BRODART, CO., hereinafter Vendor").

WHEREAS, the Library seeks an agreement for the acquisition of Library materials and supplies, and;

WHEREAS, the Library requires the services of a Vendor to provide professional services to meet the acquisition needs of the Library, and;

WHEREAS, the Board of Library Commissioners issued a Request for Proposal for Acquisition of Library Materials and Services on January 22, 2015, and;

WHEREAS, after Vendor submitted a response to the Request for Proposal on March 11, 2015, said response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Vendor's services are professional, expert and technical and Vendor's materials are used by the Library, and;

WHEREAS, it is more economical and feasible for the Vendor to perform such services for the Library; and;

WHEREAS, City desires to contract Vendor as a supplier of materials and services, and;

WHEREAS, funds are available to provide Vendor services from Library's Materials Account, and;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:
1.0 **SAID AGREEMENT SHALL BE COMPOSED OF THE FOLLOWING DOCUMENTS WHICH SHALL BE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN:**

a. This Agreement;

b. The Request for Proposal for Acquisition of Library Materials and Services issued on January 22, 2015, (hereinafter Exhibit A);

c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit B);

d. Standard Provisions for City Personnel Services Contracts (Rev 03/09) (Exhibit C); and,

e. Evidence of Insurance (Exhibit D).

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 **ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS**

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

a. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement.

b. The Request for Proposal for Acquisition of Library Materials and Services (Exhibit A).

c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services (Exhibit B).

d. Standard Provisions for Personal Services Contracts Rev. 03/09 (Exhibit C).

e. Evidence of Insurance (Exhibit D).
3.0 VENDOR'S PERFORMANCE

3.1. DELIVERABLES
Vendor will deliver to the Library all materials and services as detailed in the proposer's response to the RFP (Exhibit B).

3.2. SCOPE OF WORK
Vendor will provide the scope of work as proposed in the response to the RFP (Exhibit B).

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS
The insurance and indemnification provisions as required by the RFP shall be provided as Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Personal Services Contracts (Rev 03/09).

5.0 LIBRARY'S PERFORMANCE
The Library will order materials and services as needed in accordance with this agreement. There is no minimum amount of materials or services guaranteed in this agreement.

6.0 TERM OF AGREEMENT
The term of this Agreement shall be for one year with two one-year renewal options to be determined by the Library. The initial term shall begin upon date of execution.

7.0 PAYMENT
The amount payable to Vendor for materials and services during the term of this Agreement shall be as proposed in the Vendor's response to the Request for Proposal (See Exhibit B: Proposal Response, 3.2.c. Discounts and Terms).

The Library's obligation to make payments under this contract shall be limited to the current appropriation(s) for this contract. If the Library appropriates additional funds for this contract, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the contract. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the contractor annually will not exceed $2,000,000.00.

8.0 BILLING AND INVOICES
Invoices shall be submitted to:
Los Angeles Public Library
Attention: Acquisitions Department
630 W. 5th Street
Los Angeles, CA 90071
Vendor shall submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of vendor
2. Name and address of City Department being billed
3. Date of invoice and period covered
4. Agreement number or authority (purchase order) number
5. Certification by a duly authorized officer
6. Discount and terms (if applicable) in conformance with Exhibit B
7. Remittance Address (if different from company address)
8. City Tax Registration Certificate or Vendor Registration number

Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding the provisions of Paragraph 6.0 hereof, either party may terminate this Agreement on sixty (60) days written notice to the other party. In the event of termination, Vendor shall be paid for work completed and materials provided under this Agreement through the effective date of termination.

10.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Vendor providing the materials and services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other vendors during the term of this agreement.

11.0 OWNERSHIP

a. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Vendor shall remain the property of the City and must be returned to the City upon termination of this agreement or at the request of the City.

b. The provisions of this article survive termination of this agreement.

12.0 DISCLOSURE INFORMATION

a. All Documents and information provided to Vendor by the City are confidential. All Materials are to be considered confidential. Vendor agrees not to provide Documents or Materials, nor disclose their content or any information therein, either orally or in writing, to any other person or
entity, except as authorized by the City or as required by law. Vendor shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement.

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent. The Library and Brodart, Co. Plus Incorporated shall notify, in writing, the other party of any changes in the following information within sixty (60) days of such change.

A. Brodart, Co. Representative

Brodart, Co. hereby appoints the following person to represent Brodart, Co. with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Contract:

Name: Richard Dill
Title: Vice President
Address: 500 Arch Street
         Williamsport, PA 17701
Telephone: 570-326-2461
Fax: 570-651-1639

B. Library's Representative

The Library hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the Library in all matters pertaining to this Contract:

Name: John F. Szabo
Title: City Librarian
Address: 630 W. 5th Street
         Los Angeles, CA 90074
Telephone: 213-228-7515
Fax: 213-228-7519
Email: jszabo@lapl.org
Formal notices, demands and communications shall be given to the Library’s Representative with copies to the Library’s Project Manager.

Formal notices to Brodart, Co. shall be sent to:

Name: Richard Dill
Title: Vice President
Address: 500 Arch Street
         Williamsport, PA 17701

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five business days after mailing.
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

By ___________________________  By: ___________________________
    JOSEFA SALINAS             President, Brodart Co.
    President

Date ___________________________  Date ___________________________

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By ___________________________  By ___________________________
    Basia Jankowski             RAQUEL BORDEN
    Deputy City Attorney        Executive Assistant

Date ___________________________  Date ___________________________
TO:           Board of Library Commissioners
FROM:        John F. Szabo City Librarian
SUBJECT:     AWARD OF ACQUISITION OF LIBRARY MATERIALS AND SERVICES
             CONTRACT TO CHILDREN’S PLUS, INC.

RECOMMENDATIONS:

           THAT The Board of Library Commissioners award a contract to Children’s Plus,
Inc. to provide materials and services to the Los Angeles Public Library (LAPL); and,

           FURTHER RESOLVED, That this vendor can provide the materials and supplies
set forth in this agreement as proposed in the Request for Proposal response submitted
on March 11, 2015; and,

           FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized
to make technical changes to the agreement prior to execution; and,

           FURTHER RESOLVED, That the President of the Board of Library Commissioners
is authorized to execute the contract.

FINDINGS:

1. On January 22, 2015 the Library Commission approved the issuance of
Request for Proposals (RFP) for a wide range of vendor services for cost
effective and timely provision of books and non-book materials for adults, young
adults and children. A mandatory pre-proposal conference was held on
January 29, 2015 to provide information, answer questions from potential
proposers and discuss the RFP. Representatives from six firms attended the
conference. The deadline to submit proposals was March 11, 2015.

2. Six proposals were received on March 11, 2015. The proposals were
preliminarily reviewed to ensure compliance with the requirements specified in
the RFP. Unfortunately, three of the firms submitting a proposal did not comply
with the Business Inclusion Program (BIP) Outreach Process. Because they did
not perform the mandatory outreach, the Bureau of Contract Administration
considers the three proposals to be non-responsive. The three firms were
notified that their proposals were deemed non-responsive.
3. Staff reviewed each of the three remaining proposals. They were all responsive and had merit. Proposers were given the option in the RFP to bid on some or all of the materials and services required by the Library. The intention was to have multiple vendors under contract with no minimums or guarantee as to dollar amount or quantities purchased. This was to allow maximum flexibility in purchasing power while still ensuring that vendors providing materials and services to the Library were in compliance with all of the City of Los Angeles’ contracting requirements.

4. Children’s Plus, Inc. did, in fact, meet the requirements to contract with the City of Los Angeles and the Los Angeles Public Library. The contractor was evaluated on its proposed fees, overall service and processing and relevant experience and qualifications.

5. The contract will become effective upon signature of the agreement.

6. The Deputy City Attorney is reviewing the contract as to form and legality.

Attachments

Prepared by: Eloisa Sarao
Assistant Business Manager

Reviewed by: Kris Morita
Assistant General Manager
CONTRACT NO.

AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
CHILDREN’S PLUS INCORPORATED
ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Library"), and CHILDREN’S PLUS, INC., hereinafter Vendor").

WHEREAS, the Library seeks an agreement for the acquisition of Library materials and supplies, and;

WHEREAS, the Library requires the services of a Vendor to provide professional services to meet the acquisition needs of the Library, and;

WHEREAS, the Board of Library Commissioners issued a Request for Proposal for Acquisition of Library Materials and Services on January 22, 2015, and;

WHEREAS, after Vendor submitted a response to the Request for Proposal on March 11, 2015, said response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Vendor's services are professional, expert and technical and Vendor's materials are used by the Library, and;

WHEREAS, it is more economical and feasible for the Vendor to perform such services for the Library; and;

WHEREAS, City desires to contract Vendor as a supplier of materials and services, and;

WHEREAS, funds are available to provide Vendor services from Library's Materials Account, and;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:
1.0 SAID AGREEMENT SHALL BE COMPOSED OF THE FOLLOWING DOCUMENTS WHICH SHALL BE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN:

   a. This Agreement;

   b. The Request for Proposal for Acquisition of Library Materials and Services issued on January 22, 2015, (hereinafter Exhibit A);

   c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit B);

   d. Standard Provisions for City Personnel Services Contracts (Rev 03/09) (Exhibit C); and,

   e. Evidence of Insurance (Exhibit D).

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

   a. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement.

   b. The Request for Proposal for Acquisition of Library Materials and Services (Exhibit A).

   c. Vendor's response to the Request for Proposal for Acquisition of Library Materials and Services (Exhibit B).

   d. Standard Provisions for Personal Services Contracts Rev. 03/09 (Exhibit C).

   e. Evidence of Insurance (Exhibit D).
3.0 VENDOR'S PERFORMANCE

3.1. DELIVERABLES
Vendor will deliver to the Library all materials and services as detailed in the proposer's response to the RFP (Exhibit B).

3.2. SCOPE OF WORK
Vendor will provide the scope of work as proposed in the response to the RFP (Exhibit B).

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions as required by the RFP shall be provided as Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Personal Services Contracts (Rev 03/09).

5.0 LIBRARY'S PERFORMANCE

The Library will order materials and services as needed in accordance with this agreement. There is no minimum amount of materials or services guaranteed in this agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for one year with two one-year renewal options to be determined by the Library. The initial term shall begin upon date of execution.

7.0 PAYMENT

The amount payable to Vendor for materials and services during the term of this Agreement shall be as proposed in the Vendor's response to the Request for Proposal (See Exhibit B: Proposal Response, 3.2.c. Discounts and Terms).

The Library's obligation to make payments under this contract shall be limited to the current appropriation(s) for this contract. If the Library appropriates additional funds for this contract, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the contract. No amount of work or payment is guaranteed. The amount of materials and services to be acquired from the contractor annually will not exceed $300,000.00.
8.0 BILLING AND INVOICES

Invoices shall be submitted to:
Los Angeles Public Library
Attention: Acquisitions Department
630 W. 5th Street
Los Angeles, CA 90071

Vendor shall submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of vendor
2. Name and address of City Department being billed
3. Date of invoice and period covered
4. Agreement number or authority (purchase order) number
5. Certification by a duly authorized officer
6. Discount and terms (if applicable) in conformance with Exhibit B
7. Remittance Address (if different from company address)
8. City Tax Registration Certificate or Vendor Registration number

Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding the provisions of Paragraph 6.0 hereof, either party may terminate this Agreement on sixty (60) days written notice to the other party. In the event of termination, Vendor shall be paid for work completed and materials provided under this Agreement through the effective date of termination.

10.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Vendor providing the materials and services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other vendors during the term of this agreement.

11.0 OWNERSHIP

a. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Vendor shall remain the property of the City and must be returned to the City upon termination of this agreement or at the request of the City.

b. The provisions of this article survive termination of this agreement.
12.0 DISCLOSURE INFORMATION

a. All Documents and information provided to Vendor by the City are confidential. All Materials are to be considered confidential. Vendor agrees not to provide Documents or Materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Vendor shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement.

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent. The Library and Children's Plus Incorporated shall notify, in writing, the other party of any changes in the following information within sixty (60) days of such change.

A. Children's Plus Incorporated Representative

Children's Plus Incorporated hereby appoints the following person to represent Children's Plus Incorporated with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Contract:

Name: John G. Walsh
Title: Vice-President
Address: 1387 Dutch American Way
         Beecher, IL 60401
Telephone: 800-230-1279
Fax: 800-896-7213
Email: johnw@childrensplusinc.com
B. Library's Representative

The Library hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the Library in all matters pertaining to this Contract:

Name: John F. Szabo  
Title: City Librarian  
Address: 630 W. 5th Street  
Los Angeles, CA 90074  
Telephone: 213-228-7515  
Fax: 213-228-7519  
Email: jszabo@lapl.org

Formal notices, demands and communications shall be given to the Library's Representative with copies to the Library's Project Manager.

Formal notices to Children Plus Incorporated shall be sent to:

Name: John G. Walsh  
Title: Vice-President  
Address: 1387 Dutch American Way  
Beecher, IL 60401  
Email: johnw@childrensplusinc.com

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five business days after mailing.
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

By: JOSEFA SALINAS
    President

Date ________________________

By: __________________________
    President, Children Plus Incorporated

Date ________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: __________________________
    Basia Jankowski
    Deputy City Attorney

Date ________________________

ATTEST:

By: __________________________
    RAQUEL BORDEN
    Executive Assistant

Date ________________________
TO: Board of Library Commissioners
FROM: John F. Szabo City Librarian
SUBJECT: AWARD OF ACQUISITION OF LIBRARY MATERIALS AND SERVICES CONTRACT TO PERMA-BOUND BOOKS

RECOMMENDATIONS:

THAT The Board of Library Commissioners award a contract to Perma-Bound Books to provide materials and services to the Los Angeles Public Library (LAPL); and,

FURTHER RESOLVED, That this vendor can provide the materials and supplies set forth in this agreement as proposed in the Request for Proposal response submitted on March 11, 2015; and,

FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized to make technical changes to the agreement prior to execution; and,

FURTHER RESOLVED, That the President of the Board of Library Commissioners is authorized to execute the contract.

FINDINGS:

1. On January 22, 2015 the Library Commission approved the issuance of Request for Proposals (RFP) for a wide range of vendor services for cost effective and timely provision of books and non-book materials for adults, young adults and children. A mandatory pre-proposal conference was held on January 29, 2015 to provide information, answer questions from potential proposers and discuss the RFP. Representatives from six firms attended the conference. The deadline to submit proposals was March 11, 2015.

2. Six proposals were received on March 11, 2015. The proposals were preliminarily reviewed to ensure compliance with the requirements specified in the RFP. Unfortunately, three of the firms submitting a proposal did not comply with the Business Inclusion Program (BIP) Outreach Process. Because they did not perform the mandatory outreach, the Bureau of Contract Administration considers the three proposals to be non-responsive. The three firms were notified that their proposals were deemed non-responsive.
3. Staff reviewed each of the three remaining proposals. They were all responsive and had merit. Proposers were given the option in the RFP to bid on some or all of the materials and services required by the Library. The intention was to have multiple vendors under contract with no minimums or guarantee as to dollar amount or quantities purchased. This was to allow maximum flexibility in purchasing power while still ensuring that vendors providing materials and services to the Library were in compliance with all of the City of Los Angeles' contracting requirements.

1. Perma-Bound Books did, in fact, meet the requirements to contract with the City of Los Angeles and the Los Angeles Public Library. The contractor was evaluated on its proposed fees, overall service and processing and relevant experience and qualifications.

4.

5. The contract will become effective upon signature of the agreement.

6. The Deputy City Attorney is reviewing the contract as to form and legality.

Attachments

Prepared by: Eloisa Sarao  
Assistant Business Manager

Reviewed by: Kris Morita  
Assistant General Manager
CONTRACT NO.

AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
PERMA-BOUND BOOKS
ACQUISITION OF LIBRARY MATERIALS AND SERVICES

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "Library"), and PERMA-BOUND BOOKS, hereinafter Vendor").

WHEREAS, the Library seeks an agreement for the acquisition of Library materials and supplies, and;

WHEREAS, the Library requires the services of a Vendor to provide professional services to meet the acquisition needs of the Library, and;

WHEREAS, the Board of Library Commissioners issued a Request for Proposal for Acquisition of Library Materials and Services on January 22, 2015, and;

WHEREAS, after Vendor submitted a response to the Request for Proposal on March 11, 2015, said response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Vendor’s services are professional, expert and technical and Vendor’s materials are used by the Library, and;

WHEREAS, it is more economical and feasible for the Vendor to perform such services for the Library; and;

WHEREAS, City desires to contract Vendor as a supplier of materials and services, and;

WHEREAS, funds are available to provide Vendor services from Library’s Materials Account, and;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:
1.0 SAID AGREEMENT SHALL BE COMPOSED OF THE FOLLOWING DOCUMENTS WHICH SHALL BE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN:

a. This Agreement;

b. The Request for Proposal for Acquisition of Library Materials and Services issued on January 22, 2015, (hereinafter Exhibit A);

c. Vendor’s response to the Request for Proposal for Acquisition of Library Materials and Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (hereinafter Exhibit B);

d. Standard Provisions for City Personnel Services Contracts (Rev 03/09) (Exhibit C); and,

e. Evidence of Insurance (Exhibit D).

All of which are on file in the office of the Board of Library Commissioners, and each of the parties hereto agree to carry out and fully perform each and all of the provisions of said documents which are required of it to be performed.

2.0 ORDER OF PRECEDENCE OF AGREEMENT DOCUMENTS

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement for Acquisition of Library Materials and Services for Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

a. The Agreement except for Exhibits A and B identified in 1.0 of this Agreement.

b. The Request for Proposal for Acquisition of Library Materials and Services (Exhibit A).

c. Vendor’s response to the Request for Proposal for Acquisition of Library Materials and Services (Exhibit B).

d. Standard Provisions for Personal Services Contracts Rev. 03/09 (Exhibit C).

e. Evidence of Insurance (Exhibit D).
3.0 VENDOR'S PERFORMANCE

3.1. DELIVERABLES
Vendor will deliver to the Library all materials and services as detailed in the proposer’s response to the RFP (Exhibit B).

3.2. SCOPE OF WORK
Vendor will provide the scope of work as proposed in the response to the RFP (Exhibit B).

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions as required by the RFP shall be provided as Exhibit D of this Agreement, and as applicable by the Standard Provisions for City Personal Services Contracts (Rev 03/09).

5.0 LIBRARY’S PERFORMANCE

The Library will order materials and services as needed in accordance with this agreement. There is no minimum amount of materials or services guaranteed in this agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for one year with two one-year renewal options to be determined by the Library. The initial term shall begin upon date of execution.

7.0 PAYMENT

The amount payable to Vendor for materials and services during the term of this Agreement shall be as proposed in the Vendor’s response to the Request for Proposal (See Exhibit B: Proposal Response, 3.2.c. Discounts and Terms).

The Library’s obligation to make payments under this contract shall be limited to the current appropriation(s) for this contract. If the Library appropriates additional funds for this contract, the Library’s payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the contract. No amount of work or payment is guaranteed. The amount of materials and services acquired from the contractor will not exceed $50,000.00 on an annual basis.

8.0 BILLING AND INVOICES

Invoices shall be submitted to:
Los Angeles Public Library
Attention: Acquisitions Department
630 W. 5th Street
Los Angeles, CA 90071
Vendor shall submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of vendor
2. Name and address of City Department being billed
3. Date of invoice and period covered
4. Agreement number or authority (purchase order) number
5. Certification by a duly authorized officer
6. Discount and terms (if applicable) in conformance with Exhibit B
7. Remittance Address (if different from company address)
8. City Tax Registration Certificate or Vendor Registration number

Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

9.0 TERMINATION

Notwithstanding the provisions of Paragraph 6.0 hereof, either party may terminate this Agreement on sixty (60) days written notice to the other party. In the event of termination, Vendor shall be paid for work completed and materials provided under this Agreement through the effective date of termination.

10.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Vendor providing the materials and services to Los Angeles Public Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other vendors during the term of this agreement.

11.0 OWNERSHIP

a. All documents and records (hereinafter collectively referred to as "documents") provided by the City to Vendor shall remain the property of the City and must be returned to the City upon termination of this agreement or at the request of the City.

b. The provisions of this article survive termination of this agreement.

12.0 DISCLOSURE INFORMATION

a. All Documents and information provided to Vendor by the City are confidential. All Materials are to be considered confidential. Vendor agrees not to provide Documents or Materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Vendor
shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement.

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent. The Library and Perma-Bound Books Plus Incorporated shall notify, in writing, the other party of any changes in the following information within sixty (60) days of such change.

A. Perma-Bound Books Representative

Perma-Bound Books hereby appoints the following person to represent Perma-Bound Books with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective forms and statements as required by this Contract:

Name: Todd Young  
Title: Secretary Treasurer  
Address: 617 E. Vandalia Road  
Jacksonville, IL 62650  
Telephone: 800-637-6581  
Fax: 800-551-1169

B. Library's Representative

The Library hereby appoints the following person, or her designated representative, to represent the City of Los Angeles and the Library in all matters pertaining to this Contract:

Name: John F. Szabo  
Title: City Librarian  
Address: 630 W. 5th Street  
Los Angeles, CA 90074  
Telephone: 213-228-7515  
Fax: 213-228-7519  
Email: jszabo@lapl.org
Formal notices, demands and communications shall be given to the Library's Representative with copies to the Library's Project Manager.

Formal notices to Perma-Bound Books shall be sent to:

Name: Todd Young
Title: Secretary Treasurer
Address: 617 E. Vandalia Road
         Jacksonville, IL 62650

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five business days after mailing.
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

By ________________________________________________
JOSEFA SALINAS
President

By: ________________________________________________
President, Perma-Bound Books

Date ________________________________

Date ________________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By ________________________________________________
Basia Jankowski
Deputy City Attorney

By ________________________________________________
RAQUEL BORDEN
Executive Assistant

Date ________________________________

Date ________________________________
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS
APRIL 9, 2015

SUBJECT

1. LIBRARY FOUNDATION PRESENTATION

SCHEDULED FOR
BOARD MEETING
Pending

COMMISSIONERS’ OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board
Gregory Bettinelli, Member
Mai Lassiter, Member

Board Policies & Procedures Committee
Chair: Vacant
Member: Vacant

Media Marketing Ad Hoc Committee
Chair: Bich Ngoc Cao
Member: Mai Lassiter