AGENDA
BOARD OF LIBRARY COMMISSIONERS
CITY OF LOS ANGELES
THURSDAY, OCTOBER 22, 2015

CENTRAL LIBRARY
BOARD ROOM, 4th FLOOR
630 W. 5TH STREET
LOS ANGELES, CA 90071

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-lapl/board-library-commissioners. Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk and provided at the Board Meeting.

1. ROLL CALL


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 a donation of $1,200 from ABC Studios “Castle” to the Central Library to be deposited in Trust Fund 831, Account 312, to purchase new equipment for the Tech Cart (EXHIBIT “A”)

b. Recommendation to approve contract for the after-hours use of the Woodland Hills Branch Library parking lot (EXHIBIT “B”)

c. Recommendation to approve Request for Proposals (RFP) for vendor to provide food and beverage service at the Central Library (EXHIBIT “C”)

BOARD DISCUSSION

d. Request to approve new design plan for the remodel of the Library Store (EXHIBIT "D")

e. Presentation on Los Angeles Public Library Sustainability Initiative

6. VARIOUS COMMUNICATIONS: None

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

8. ADJOURNMENT

NEXT BOARD MEETING NOTICE

The next meeting of the Board is scheduled for Thursday, November 12, 2015 at the Central Library, 630 W. 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.

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.

POSTED 10/19/15

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 ABC STUDIOS “CASTLE”

RECOMMENDATION:

That the Board of Library Commissioners adopt the following resolution:

RESOLVED, That a gift of $1,200 received from ABC Studios “Castle” for donation to the Central Library be accepted and deposited in Trust Fund 831, Account No. 312 and

FURTHER RESOLVED, That a letter of thanks be sent to ABC Studios, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of $1,200 will be used to purchase new equipment for the Tech Cart that is used for outreach and for information literacy instruction for patrons and staff.

Prepared by: Eva Mitnick, Director of Central Library Services
Reviewed by: Kris Morita, Assistant General Manager
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

October 22, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: CONTRACT FOR THE AFTER-HOURS USE OF THE WOODLAND HILLS BRANCH LIBRARY PARKING LOT

RECOMMENDATIONS:

1. That the Board of Library Commissioners approve the attached Contract with Makhani, Inc., for the after-hours use of the Woodland Hills Branch Library Parking Lot.

2. That the City Librarian and City Attorney be authorized to make technical changes to the Agreement prior to execution.

FINDINGS:

1. On July 27, 2006, the Board of Library Commissioners approved a one (1)-year pilot agreement with Makhani, Inc. (Makhani) the owner of the Villa Piacere restaurant located just east of the Woodland Hills Branch Library for the after-hours use of the Library’s 43-space library parking lot. Under the terms of the agreement, Makhani agreed to pay the Library $1,500 per month for the use of the parking lot during the peak restaurant hours of 6:00 PM to 9:00 PM on Fridays and Saturdays and from 12:00 PM to 3:00 PM on Sundays. This usage amounts to nine hours per week. The one (1)-year pilot agreement (Library Agreement No. 740) became effective on October 23, 2006.

2. On October 25, 2007, the Board of Library Commissioners authorized the execution of an agreement for the use of the parking lot for a one (1)-year period with an option to extend the contract for two (2) additional years (Library Agreement No. 744)

3. On August 27, 2009, the Board of Library Commissioners authorized the execution of Amendment No. 1 to Contract No. 744, to increase the hour use of the parking lot to 468 hours and for specific purposes for a period of one (1) year with an option for two (2) additional years.

4. On September 13, 2012, the Board of Library Commissioners authorized the execution of a successor agreement with a new rate of $1,245 per month. Contract No. 763, was approved for a one (1)-year period from October 23, 2012 to October 22, 2013 with an option for two (2) additional years.

5. On September 30, 2015, the Library mailed out a Notice Inviting Statements of Interest for the after-hours use of the parking lot to all businesses within 500 feet of the branch library with a deadline to respond by October 9, 2015.
6. Makhani was the only business entity to respond to the notice. In their response, Makhani accepted the fee of $1,500 per month. The proposed agreement will result in annual revenues of $18,000 to the Library. The revenue will continue to be used for the purposes of maintaining the Woodland Hills Library parking lot and facility maintenance.

7. Therefore, the Library recommends that a successor agreement be approved for one (1)-year commencing October 23, 2015, with an option for two (2) additional years.

8. The City Attorney is reviewing the contract as to form.

Prepared by: Tom Jung, Management Analyst II
Eloisa Sarao, Assistant Business Manager

Reviewed by: Kris Morita, Assistant General Manager
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES PUBLIC LIBRARY AND
MAKHANI, INC. FOR THE AFTER-HOURS OPERATION OF THE
WOODLAND HILLS BRANCH PARKING LOT

This Agreement is entered into between the City of Los Angeles Public Library
(hereafter, referred to as “Library”), acting by and through its Board of Library
Commissioners and Makhani, Inc. (hereafter referred to as Makhani) for after-hours use
of the Woodland Hills Branch Library parking lot. Library and Makhani maybe referred
to herein individually as “Party” or collectively as the “Parties”.

WHEREAS, the Library and Makhani entered into a pilot agreement (Library Agreement
No. 740) in October 23, 2006 to allow Makhani’s use of the Library’s parking lot at the
Woodland Hills Branch Library, located at 22200 Ventura Blvd., during certain hours
and for specific purposes; and

WHEREAS, that pilot agreement expired on October 22, 2007, and on October 23,
2007 the parties entered into a successor agreement (Library Agreement No. 744) for
the continued use of the Library’s parking lot during certain hours and for specific
purposes for a period of one (1) year with an option to extend the term of agreement for
two (2) additional years; and

WHEREAS, on October 23, 2008, the Parties agreed to exercise the first one (1)-year
option for the continued use of the Library’s parking lot during certain hours for specific
purposes; and

WHEREAS, on October 23, 2009, the Parties entered into Amendment No. 1 to
Agreement No. 744 for the continued use of the Library’s parking lot for specific purpose
and increased the hour use of the parking lot to 468 hours for a period of one (1) year
with an option for two (2) additional years; and

WHEREAS, on October 23, 2010, the Parties agreed to exercise the first one (1)-year
option for the continued use of the Library’s parking lot with more flexible hours and for
specific purposes; and

WHEREAS, on October 23, 2011, the Parties agreed to exercise the second one (1)-
year option for the continued use of the Library’s parking lot with more flexible hours
and for specific purposes; and

WHEREAS, on October 23, 2012, the Parties entered into Agreement No. 763 for the
continued use of the Library’s parking lot with more flexible hours and for specific
purposes for a period of one (1) year with an option to extend the term of the agreement
for two (2) additional years; and

WHEREAS, on October 23, 2013, the Parties agreed to exercise the first one(1)-year
option for the continued use of the Library’s parking lot with more flexible hours and for
specific purposes; and
WHEREAS, on October 23, 2014, the Parties agreed to exercise the second one (1) -year option for the continued use of the Library's parking lot with more flexible hours and for specific purposes; and

WHEREAS, Library Agreement No. 763 will expire on October 22, 2015.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

SECTION 1. LOCATION
This Agreement pertains to the Woodland Hills Branch Library Parking Lot owned by the City of Los Angeles, under the jurisdiction of the Library and located at 22200 Ventura Blvd., Woodland Hills (hereinafter “Parking Facility”). The Parking Facility is a street-level, above ground, parking lot containing approximately 43 parking spaces with ingress and egress through a single driveway on San Feliciano Drive.

SECTION 2. TERM
The Agreement will commence on October 23, 2015, for a term of one (1) year with an option to extend the term of the Agreement for two (2) additional years upon execution by the authorized representatives of the Library and Makhani and shall terminate in one (1) year unless the option to extend the term is exercised or the Agreement is terminated earlier by the Parties as provided herein.

SECTION 3. USE
The Parking Facility is solely intended for use by Library staff working at the Woodland Hills Branch Library and for patrons who visit the branch during library operating hours.

Makhani owns and operates a restaurant, The Villa (hereafter referred to as Restaurant), in the near vicinity of the Parking Facility. The Restaurant is located at 22160 Ventura Blvd., Woodland Hills.

Under this non-exclusive Agreement, Makhani, in a non-exclusive agreement, will be permitted the flexibility to utilize the Parking Facility for restaurant parking subject to the terms and conditions contained herein, as follows:

a. Monday through Thursday 8:00 PM to 10:00 PM
b. Friday and Saturday 6:00 PM to 10:00 PM
c. Sunday 12:00 noon to 10:00 PM

Makhani’s use of the Parking Facility beyond Approved Hours shall require the advance written approval of the Library pursuant to the requirements of Section 10 of this Agreement. Approved Hours are subject to change, at the Library’s discretion, in the event that Woodland Hills Branch Library operating hours are extended or changed and conflict with the Approved Hours.

Makhani agrees that its use of the Parking Facility is secondary to the Library’s required use as determined by the Library in its sole discretion. The Library and its affiliated organizations and representatives have precedence on the use of the Parking Facility.
Makhani shall not be entitled to any reimbursement or other recourse for any loss or damages incurred as a result of the Library’s precedence of use.

SECTION 4. ACCEPTANCE OF PREMISES
Makhani accepts the Parking Facility “as is” in the condition that existed as of the Effective Date of this Agreement, and understands and agrees that the Library makes no representations or warranties as to the premises.

SECTION 5. RESTRICTIONS/LIMITATIONS TO USE
The following includes, but is not limited to, restrictions/limitations to Makhani’s use of the Parking Facility that will be enforced under this Agreement.

1. The Restaurant customers, vendors, contractors, agents and employees will not be allowed to park (self-park or valet park) in the Parking Facility at any time that the Woodland Hills Branch Library is open for business or during a Library sponsored event. Makhani shall ensure that this provision is enforced through signage, notices, and verbal communication by and through its agents and/or employees. The signage, notices and verbal communication should state: “Parking at the Woodland Hills Public Library is for library patrons only during posted open hours.” Violators may be subject to a parking citation issued by the City of Los Angeles.

2. Makhani shall limit use of the Parking Facility during Approved Hours to customers of the Restaurant. The Restaurant customers are welcome to visit the library, however, they are not allowed to use the Parking Facility while they are at the restaurant or for any other business that does not pertain to the Library.

3. Makhani shall not rent the meeting room at the Woodland Hills Branch library for the sole purpose of using the Parking Facility during or after branch library operating hours. The Library will retain sole discretion as to the interpretation of this provision.

4. Under no circumstances shall any filming production company, its agents, employees, actors, and/or subcontractors along with all of their equipment, vehicles and trailers, that provide services to said filming production company, and under contract with Makhani for the use of the Restaurant or said property, be allowed to use the Parking Facility at any time whether or not the Approved Hours are in effect.

5. Only valet parking will be permitted at the Parking Facility. Self-parking by the Restaurant customers will not be allowed. It is understood that valet parking attendant(s) are employees of Makhani, Inc. In the event that Makhani, Inc. intends to utilize an independent company to provide valet parking services, Makhani shall first obtain approval from the Library. Makhani’s approved subcontractors shall be bound by the same terms and conditions as Makhani, Inc. in the performance of this Agreement.
6. Makhani will not exceed the Parking Facility limit of 43 passenger vehicles at any one time.

7. Shuttle bus/van services will not be allowed to park in or enter the Parking Facility.

8. Canopies, event tents, tables, chairs, stages, dance floors, any type of trailers, barbeques, and preparation set-ups and any other activity or item not associated with the parking of passenger vehicles at the Parking Facility will not be permitted. The Library reserves the sole right to determine which activity may be allowed on Library property.

SECTION 6. SERVICES PROVIDED BY MAHKANI
Makhani shall:

1. Manage and operate the Parking Facility after the branch has closed for the day as set forth in this Agreement.

2. Provide valet parking services at the Parking Facility for its restaurant customers.

3. Take full responsibility in the maintenance and cleaning of the Parking Facility during and after use including sweeping, picking up trash and removing leaked automobile fluids so that the Parking Facility is ready for use by the Library for its next day of operation.

4. Immediately report to the Library, as set forth in the Required Notifications (Section 9), any property damage that occurs on Library property, damage to vehicles, or any personal injuries that occur on Library property.

5. Secure and lock the Parking Facility gates with the color-coded Master lock, provided by the Library, after Makhani's use of the Parking Facility has ended for the day.

SECTION 7. PAYMENTS AND FEES TO THE LIBRARY
Makhani shall pay the Library a rental fee of $1,500 per month for the use of the Parking Facility for the initial year of the Agreement. For each additional option year, the rental fee will be determined by a multiple of the percent increase/decrease of Makhani's "Total Sales" from the previous calendar year using their accounting ledger or their reported gross receipts to the Office of Finance on their most recent annual business tax renewal form, whichever is greater.

Use of the Parking Facility beyond Approved Hours shall be billed at the rate of Fifty dollars ($50) per hour, which may include any violations of "Section 5. Restrictions/Limitations to Use". Payments are due the first day of each month and must be received by the 10th of each month, payable to the "Los Angeles Public Library" and addressed to Los Angeles Public Library, 630 W. Fifth Street, Los Angeles, CA 90071, Attention: Business Office.
Any payment received by the Library after the 10th day of each month shall be subject to a late fee of 5% (five percent) of the rental fee. Any check returned due to insufficient funds will incur a $25.00 returned check fee in addition to the aforementioned late fee.

As a courtesy, the Library shall provide Makhani with a rental fee invoice at least seven (7) days prior to the beginning of each month.

Makhani will be responsible for the behavior of all of their agents, employees, vendors, contractors, and restaurant customers on Library property. Makhani agrees to reimburse the Library for any damages that are incurred as a result of their behavior. If damage occurs to Library property, the Library will repair the damage and invoice Makhani. Payment must be received within thirty (30) days. Under no circumstances should Makhani, its vendors, contractors, patrons, employees, agents, or anyone else with a business relationship to them, attempt to repair any damage to Library property.

SECTION 8. SECURITY DEPOSIT
Prior to the commencement of operations under this Agreement, Makhani agrees to provide the Library with a Five Thousand Dollars ($5,000.00) Security Deposit. At the conclusion of the Agreement, or if this Agreement is terminated by either party, the Security Deposit will be returned to Makhani less any damages and/or fees that are incurred.

SECTION 9. REQUIRED NOTIFICATIONS
To minimize scheduling conflicts with any Library sponsored events that occur after the Library is closed, Makhani shall provide a monthly schedule to the Library at least thirty (30) days prior to the beginning of each month for all Makhani events (e.g., parking for weddings and parties at The Villa). In the event that Makhani undertakes an unscheduled event, the Library must receive written notification (via email or fax) of at least forty (48) hours prior to the use of the Parking Facility. In addition, Makhani shall submit a written request at least thirty (30) days in advance for permission to utilize the Parking Facility for any event that will extend beyond hours authorized under this Agreement. Approval is subject to the provisions of Section 3 Use of this Agreement.

Makhani shall immediately report any property damage, vehicle damage, or personal injury that occurs at the Parking Facility, or on Library property, during Makhani’s use of the Parking Facility, to the City’s twenty four (24)-hour security dispatch number at (213) 978-4670 and to the Library Business Manager at or (213) 228-7485.

Makhani hereby appoints the following person to represent Makhani with respect to all matters pertaining to this Agreement. Said representative shall be responsible for submitting all of the respective payments and statements as required by this Agreement.

Name: Glenna de Leon
Title: Senior Executive Assistant
Address: 22160 Ventura Blvd.
Woodland Hills, CA 91304
Telephone: 818-704-1521
SECTION 10. SECURITY
Makhani shall be responsible for the overall security of the Parking Facility during Makhani’s use of the Parking Facility. Makhani shall prohibit the consumption of food, smoking, loud and boisterous behavior, profane and obscene language, fighting and the use of alcoholic beverages, drugs, and any other types of behaviors and activities that are considered illicit, illegal, or improper that may tarnish the image of the Los Angeles Public Library at the Parking Facility. At the Library’s sole discretion, Library may require security patrols by City Security staff or the stationing of City Security staff at the Parking Facility during Makhani’s use of the Parking Facility to resolve security issues or for violations of “Section 5. Restrictions/Limitations to Use” during approved and/or non-Approved Hours. Makhani will be billed for these security services. Payment for City security services must be received within thirty (30) days of receipt of the billing invoice.

SECTION 11. UNIFORMS
Makhani’s valet parking attendants shall wear uniforms that clearly identify them as private employees of Makhani with no affiliation to the Library or the City of Los Angeles.

SECTION 12. DEFAULT
If Makhani breaches any covenants, obligations, requirements or any conditions set forth in this Agreement, the Library shall have the right to immediately terminate the Agreement upon written notification. In the event that this Agreement is terminated pursuant to this provision, Makhani shall be entitled to a refund of that portion of the rental fee applicable to the period that the Parking Facility is not available to them. Makhani shall not be entitled to any reimbursement or other recourse for any loss or damages incurred as a result of the termination of this Agreement pursuant to this provision.

SECTION 13. TERMINATION
Either party may terminate this agreement without cause by providing the other party five (5) days written notification of its intent to terminate served on a representative of the party by certified mail and facsimile. In the event of termination, Makhani shall not be entitled to any reimbursement or other recourse for any loss or damages incurred as a result of the termination of the Agreement.
SECTION 14. INCORPORATION OF STANDARD PROVISIONS FOR CITY CONTRACTS AND INSURANCE REQUIREMENTS
Hereby incorporated by reference into this Agreement are the Standard Provisions for City Contracts (Rev2. 3-09), including Insurance Requirements (PSC-24) and Indemnifications (PSC-20), which are attached hereto and labeled "Attachment A". In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Rev2. 3-09, Attachment A).
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

By: ____________________________
    BICH NGOC CAO
    President
    Board of Library Commissioners

By: ____________________________
    JOHN MAHKANI
    President, Makhani Inc.

Date ____________________________

Date ____________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

By: ____________________________
    ARLETTA MARIA BRIMSEY
    Deputy City Attorney

By: ____________________________
    RAQUEL BORDEN
    Executive Assistant

Date ____________________________

Date ____________________________
TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: REQUEST FOR PROPOSALS FOR VENDOR TO PROVIDE FOOD AND BEVERAGE SERVICES AT THE CENTRAL LIBRARY

RECOMMENDATIONS:

1. That the Request for Proposals (RFP) for a Vendor to Provide Food and Beverage Services in the Central Library be approved, advertised and distributed to potential proposers.

2. That the Board of Library Commissioners determine, in accordance with Charter Section 1022, that it is more economical that these services be performed by an independent contractor.

3. That proposals be submitted no later than 1:00 p.m. on Friday, January 29, 2016, to the office of the Board of Library Commissioners, 630 West Fifth Street, Los Angeles, CA 90071.

FINDINGS:

1. For nearly twenty years, there has been a successful food and beverage operation at the flagship Central Library to serve the public and staff. The existing food service contract will expire in February 2016, necessitating the issuance of a new Request for Proposals (RFP). This is an exciting opportunity for a food service operator to serve a diverse clientele of more than 5,500 daily visitors.

2. The Los Angeles Public Library is seeking proposals from qualified and experienced food service operators to conceptualize, design and completely install a food and beverage service operation. The Library expects the food and beverage operation to be open seven (7) days a week, and optimally, to serve breakfast, lunch and dinner.

3. The objective of this RFP is to award a ten (10) year Concession Agreement (Agreement), with two (2) five (5) year extension options exercisable at the sole discretion of the City Librarian, to an operator who will accomplish the following:

   a. Maximize patron attendance through featured menu items, quality of service and attractive ambiance;
b. Provide professional service at reasonable prices comparable to surrounding establishments, resulting in the highest possible revenue to the concessionaire and the Library;

c. Assess, install and provide improvements and on-going refurbishments, such as all necessary furnishings and equipment to create an attractive and inviting concession;

d. Establish and increase a strong customer base at the concession through the use of marketing and advertising tools and outreach to the community;

e. Work in unison with the Library during the normal course of business, including Library special events; and,

f. Implement, maintain and enforce all safety rules and regulations related to this concession.

4. The RFP has been forwarded to the City Attorney’s Office for review and approval as to form.

Prepared by: Eloisa Sarao, Assistant Business Manager
Robert Morales, Senior Management Analyst

Reviewed by: Kris Morita
Assistant General Manager
REQUEST FOR PROPOSAL FOR
Food and Beverage
Operation at the Central
Library
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

DATE RFP Issued: October 22, 2015

Title: RFP# 44-010
For Vendor to provide Food and Beverage Services at the Central Library. The City is seeking proposals for qualified and experienced food and beverage service providers to conceptualize, design, manage and install a food and beverage service operation. The City will accept responses to this RFP from all interested Proposers and there is no intent to preclude any operator from consideration

Website Address: http://www.labavn.org
Proposer must register on this website (Los Angeles Business Assistance Virtual Network) before they can access the RFP and updates. Business Inclusion Program (BIP) Outreach must be completed fifteen (15) days prior to the RFP Due Date. See the exact date for this RFP on the LABAVN website.

Term: Ten (10) years with two (2) five (5) year options to renew.

Key Dates:
Proposal Due: Friday, January 29, 2016, 1:00 p.m.
Proposal Delivery Address: Los Angeles Public Library
Board of Library Commissioners Office, 4th Floor
630 W. Fifth St., Los Angeles, CA 90071

Mandatory Pre-proposal Conference: November 17, 2015, 10:00 a.m.
Central Library Board Room, 4th Floor
630 W. Fifth Street, Los Angeles, CA 90071 (RSVP to Eloisa Sarao, esarao@lapl.org)

Contract Administrator: Eloisa Sarao (213) 228-7463 esarao@lapl.org
REQUEST FOR PROPOSALS
FOR
VENDOR TO PROVIDE FOOD AND BEVERAGE SERVICES AT THE CENTRAL LIBRARY
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I. INTRODUCTION AND OVERVIEW

The Los Angeles Public Library (Library or LAPL) serves the largest and most diverse urban population of any library in the nation and our flagship Central Library downtown welcomes more than 5,500 visitors each day. The Library is offering an exciting opportunity for a food service vendor to serve this potential clientele.

For nearly twenty years, there has been a successful food and beverage service operation. The existing contract will expire on February 16, 2016, necessitating the need for the issuance of a Request for Proposals (RFP). The Board of Library Commissioners is seeking proposals from qualified and experienced food and beverage service providers to manage and operate, conceptualize, design and completely install a food service operation at the Central Library. This is a rare chance for a great partnership to benefit all involved.

The restaurant’s concept, menu and pricing should be designed to meet the needs of the Library’s diverse clientele such as daily visitors, patrons, library staff, and thousands of nearby office workers. The Library expects the restaurant to be open seven (7) days a week, closed on City Holidays and optimally to serve breakfast, lunch, and dinner staying open Monday – Thursday until 7:00 p.m. (other days to be determined and negotiated). Proposals will be accepted for sit down dining, fast-food, to-go, buffet or other configurations.

Proposals for the food and beverage service will also include an opportunity for the food service operator to be eligible to do in-house catering (though not exclusively) at the Central Library. The Central Library has several meeting rooms, private patio areas and indoor areas that can be reserved by outside groups and organizations for a variety of catered and special event functions.

II. OBJECTIVE

The objective of this RFP is to award a ten (10) year Concession Agreement (Agreement), with two (2) five (5) year extension options exercisable at the sole discretion of the City Librarian, to an operator who will accomplish the following:

- Maximize patron attendance through featured menu items, quality of service, and an attractive ambiance.
- Provide professional service at reasonable prices comparable to surrounding establishments, thus resulting in the highest possible revenue to the concessionaire and the Library.
- Assess, install and provide improvements and on-going refurbishments, such as all necessary furnishings and equipment to create an attractive and inviting concession.
- Display awareness and responsiveness to the demographics and needs of the community and patrons this concession serves.
- Establish and increase a strong customer base at the concession through the use of marketing and advertising tools and outreach to the community.
• Work in unison with the Library during the normal course of business, including Library special events.
• Implement, maintain and enforce all safety rules and regulations related to this concession.

III. DESIRED OPERATOR QUALIFICATIONS

It is the intent of the Library to install a food service operator managed by an established regional or national organization that will provide good-quality fast-casual food and beverages, and that will ensure an attractive and inviting atmosphere to enhance the customer experience.

At least five (5) years in operating a restaurant business is highly desired for the successful Proposer.

Proposals will be accepted for sit down dining, fast-food, to-go, buffet or other configurations.

IV. FOOD SERVICE SITE AND DESCRIPTION

A. Site
The restaurant space (Premises) is located on the southwest corner of the Central Library’s first floor, adjacent to the Flower Street entrance to the Library and the Maguire Gardens. The restaurant space is approximately 7,130 square feet, including two (2) restrooms, an exterior patio fronting on Flower Street adjacent to Maguire Gardens as depicted in Attachment B.

The food service space can be designed for one (1) food service concept, or two (2) or more “compatible” food service concepts operated by one (1) restaurant vendor. Please note that subcontracting of the additional service must be approved in writing by the City Librarian and the subcontractor will be required to comply with all City contracting requirements.

B. Plans and Layout
Attachment B of this RFP shows portions of construction document plans that show the food service space at the Central Library.

C. Delivery Access
Delivery vehicles can access the Central Library loading dock from Flower Street on the west side of the building, through a driveway with restricted overhead clearance of twelve (12) feet. There is a freight elevator which provides access from this area to the food service space. Please note that it is a long walk from the loading dock to the food service space for both suppliers and food service employees when trash is taken to the dumpsters for disposal. Access to the shipping area, and hours of delivery and trash removal are regulated by the City and will be coordinated with the operator’s needs. Access is limited for security reasons.
D. Parking
Parking in the downtown areas adjacent to Central Library is limited and at premium. Currently, there is no assigned or designated parking available for the customers or food service operators or their employees.

E. WiFi
The Library offers free WiFi to the public during normal hours of operation. Restaurant patrons and the selected contractor will be able to use this service when available. The selected contractor must have a contingency plan in place in case Library WiFi is not available should the selected contractor require WiFi capability for operational purposes.

V. DEVELOPMENT OF FOOD SERVICE SITE

A. Capital Cost
It is the primary goal and preference of the Library to find a food and beverage service operator who will provide one hundred (100%) percent of the capitalization of the facility improvement project(s). Proposals in response to this RFP should present proposed financial arrangements with the City based on the Proposer providing 100% of the capital.

B. Facility Design and Improvement
The successful Proposer will be responsible for ensuring the premises are ready for all aspects of operation, including: food preparation, ordering and service, and dining. The Library will not provide any equipment or furnishings for a food and beverage operation.

Proposers are required to submit Facility Design, Construction and Improvement (improvement) plans which will comprise the Contract Drawings for the subsequent contract. The Library wants the design and improvement of the food and beverage service facility to integrate and blend well with the architecture of the Central Library. Physical improvements are limited to the interior of the premises and may not include the outside terrace. The proposed design and improvement of the food service facility will require approval of the Board of Library Commissioners.

For each facility improvement, provide the following:

- Description of each facility improvement, including benefit to the operation and/or customer experience.
- An estimated timeline that details the design and construction aspects of each proposed facility improvement, up through completion.
- Cost of each facility improvement including a menu board, detailed estimate of labor, parts, equipment, and permits and licenses.
- Any necessary operating alternatives in order to ensure continuation of services during each facility improvement period.
• A description of how/if the facility improvement assists in making the facility energy efficient and/or improves water conservation efforts; include the incorporation of recycled-content building/construction material.

C. Fire/Life Safety
The successful Proposer will be responsible for the installation and maintenance of a fire/life safety system and equipment in the food and beverage service facility. Fire life safety devices must be connected with the existing fire/life safety system.

D. Construction Document Submittals
The successful Proposer will prepare construction documents for facility improvements and to obtain all permits and licenses at the successful Proposer's sole expense. These plans and documents will be subject to review and approval by the City or its agents.

NOTE: The Los Angeles Public Library's Central Library is listed on the Natural Register of Historic Places and is a City Historic-Cultural Monument. Building permits will require the prior approval of the Cultural Heritage Commission. Therefore all plans for Tenant Improvement shall be required to conform to the United States (U.S.) Secretary Of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building.

Further, the north wall of the kitchen area is historic fabric made of terra cotta and will not support more than 150 pounds. NOTE: The existing interior wall coverings in the public area may not be changed.

The outside terrace area is part of the premises and will be the responsibility of the selected contractor to maintain and ensure sufficient furnishings are available for the public. The outside terrace may not be enclosed.

VI. RESPONSIBILITIES OF FOOD SERVICE OPERATOR

A. Use of Facilities
The food service site under the proposed agreement is contemplated to be used solely for the purpose of providing food and beverage service to the Central Library patrons, guest, and others that dine onsite. If the kitchen facilities and/or any of the equipment therein is to be used for off-site catering, or the like, the Library reserves the right to approve such use, in writing, in advance and to share in this contribution to profits.
B. Operating Costs
The total of all actual costs for management, operation, maintenance, and repair related to the restaurant operation at the Central Library, including common areas, is to be paid by the successful Proposer.

Attachment F is a listing of Library and Proposer responsibilities for costs related to the operation of the food and beverage service facility. This listing is not all inclusive and will be detailed and expanded as required during subsequent agreement negotiations between the Library and the successful Proposer.

C. Food Service Personnel
The food service operation will have a manager responsible for all food and beverage services at the Central Library facility as specified in this RFP. This resident manager must be experience in a similar food service operation with comparable responsibilities, ideally with the successful Proposer. The individual selected as manager is subject to review by the Library and the Library reserves the right to request replacement of the individual if it deems it is in the best interest of the Library. During vacation or illness, the temporary manager must meet the same requirements as the permanent manager.

The successful Proposer will recruit, train, supervise, direct, discipline, and, if necessary, discharge any, and all personnel working in the Central Library food and beverage service facility. The successful Proposer and all food service employees will comply with all instructions, regulations, security requirements and codes of conducts as may be directed by the Library including emergency procedures.

The successful Proposer and its resident manager agree to comply with all Federal, State, County and City laws and regulations, including but not limited to, those pertaining to nondiscrimination in hiring and employment practices.

All food service personnel shall meet/exceed the appropriate health standards prescribed by Municipal, County, State, and Federal laws and regulations. The successful Proposer shall be responsible for all testing and examinations necessary for the facility and personnel to meet health standards.

All food personnel shall be appropriately uniformed when performing their work and assignments at the food service facility. The term “appropriate uniform” is interpreted to include all apparel, visible badges, hats, etc. Employee lockers are to be provided by food service within its space.

Food service personnel must utilize designated entrances and exits during working hours, including service or freight elevators for transportation and delivery of food and supplies.

At all times when the food and beverage service facility is open for business the successful Proposer will provide adequately and competently trained personnel as to maintain the high quality of food and beverage service and hygiene
expected by the Library. There shall be a resident manager on duty in the food service facility during all open hours.

The City shall be notified in writing of any anticipated and/or actual labor, employee, or supplier problems or any other circumstances that could adversely impact the operation of the food service facility or the operation of the Central Library.

D. Maintenance and Cleanliness
The successful Proposer shall, at its own expense, keep the facility clean and sanitary in accordance with the highest industry standards and it shall comply with all federal, State, County, and City laws, codes, regulations, and directives in this regard. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted to remain thereon, and Contractor shall prevent any such matter or material from being or accumulating upon Premises. The food service facilities are subject to inspection by City, County, and State authorized health department officials, Fire Department and other agencies relative to safety requirements. The successful Proposer will notify the Library immediately in writing of any violation notices or citations which are received during or in connection with inspections, including an action plan that details how and when the deficiencies will be corrected and the date of the subsequent reinspection by the citing organization.

The successful Proposer shall be responsible for pest control in around the premises and storage area, including but not limited to, abatement of insects, spiders, rodents, vermin, and other nuisance pests.

If the Library or successful Proposer notices or is aware of any condition in the restaurant spaces(s) which is unsafe, unhealthy, odoriferous or in any way may cause an accident or illness, the Successful Proposer shall make or cause to be made immediate and appropriate abatement. If abatement is not achieved within a length of time deemed reasonable by the Library, the Library reserves the right to abate the problem and to charge all costs including administrative overhead costs to the successful Proposer.

The successful Proposer shall adhere to the following sanitary guidelines for the food and beverage preparation, production, and service areas which shall be fully described in the Agreement between the Library and the successful Proposer:

- Clean all kitchen surfaces and serving equipment on a continuous basis and following each meal period.
- Perform regular daily cleaning of all kitchen, dining room, and patio floor areas.
- Keep public areas free of hazardous conditions,
- Adhere to Health Department Regulations for recommended washing temperatures or the use of chemical sanitizers.
• Monitor and attend to the cleanliness of all dining areas and restaurant employees before and after service hours.
• Store all cleaning supplies in non-food areas.

It is fully understood that the above guidelines, do not pre-exempt Federal, State, County, and City laws, codes, regulations, policies or directives which the successful Proposer shall adhere to.

E. Security
The successful Proposer will take all necessary and proper precautions and shall be solely responsible for ensuring the security of their employees and other persons and to protect all property from any damages from whatever cause. The successful Proposer is responsible for timely communication with emergency services to respond to emergency and security issues.

The successful Proposer will be responsible for security of the premises under its use, including crowd control.

F. Records, Books, And Audit
Regardless of the manner of payment to the Library from the food service operation, the Library will require that the successful Proposer's books and records be maintained on the premises for inspection and verification as related to sales and costs. Specific language will be included in the Agreement covering auditability, record keeping, and accountability.

In addition to financial audits performed by the Library periodically, Representatives or Staff of other City Agencies/Department may perform unannounced audit of payroll documents, sanitation and safety practices and conditions, and other related operational conditions or practices. The Library and other City Department will prepare a written reports of their findings in this regard, a copy of which will be shared with the successful Proposer.

G. Signage
All signs, banners, and other forms of written promotional items are to be placed on the interior of the facility. Other proposed signage is subject to the written approval of the City Librarian.

Any temporary proposed exterior signage for events or promotions must be submitted by the successful Proposer for consideration by the City Librarian ninety (90) days in advance of each event or promotion. No signage will be allowed unless approved by the City Librarian in writing.

H. Marketing, Advertising, and Promotional Material
The City Librarian shall review and approve all language proposed by successful Proposer for inclusion in all written material (flyers, brochures, etc.) and proposed for the successful Proposer's website. Library-themed marketing with special advertising promotions to tie in with Library Programs (i.e. Summer Reading
Program) is highly desired and will be given consideration in the evaluation process.

The successful Proposer shall submit said material to the City Librarian for approval no later than ninety (90) days prior to dispersing all proposed marketing and promotional material.

The successful Proposer shall ensure that the Los Angeles Public Library is recognized as a partner on all website, advertisement, and other promotional items pertaining to the operation. The Library reserves the right to approve or deny any and all displays, advertising, signage, and other forms of promotion or recognition that will be displayed (exterior and interior) on the Premises. The Library reserves the right to utilize space, at no charge to the Library, to promote programs and events.

I. Equipment
The successful Proposer shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by the Library, together with all of the fixtures and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance.

No equipment provided by the Library, if any, shall be removed or replaced by the successful Proposer without the prior written consent of the City Librarian, and if consent is secured, such removal and/or replacement shall be at the sole expense of the successful Proposer.

The successful Proposer shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without the prior written approval of the City Librarian. The City Librarian shall have the right to order the immediate removal of any unauthorized vending, electronic games or other coin operated machines.

The successful Proposer may, with the written consent of the City Librarian, provide a mobile food cart for food and beverage service with items stocked in the mobile food cart and delivery service of food and beverages from the main facility. The successful Proposer shall be responsible for the storage and maintenance of the mobile food cart, including the cost for all operations and approvals, permitting, and licensing, including, but not limited to, permits and licenses administered by the County of Los Angeles Health Department. The mobile food cart shall be pre-approved for food and beverage operation by the City Librarian.

J. No Smoking
No smoking is permitted on the premises.

K. Subcontractors
The successful Proposer will ensure that all subcontractors adhere to the terms and conditions of this contract.
The successful Proposer may, with the written approval of the City Librarian, use a subcontractor to provide additional Food and Beverage Service amenities. Such additional service will not substitute for the primary service as proposed by the Contractor in response to the RFP for this Contract.

L. Assignment of Responsibilities
The successful Proposer shall not sublet, assign, transfer, or delegate any listed responsibilities or any part hereof, without the prior review and written consent of the Library. Any assignment without the prior written consent of the Library shall be void and shall have no binding effect upon the Library. No subcontract entered into by a successful Proposer shall relieve the successful Proposer of any of its liabilities or obligations.

M. Days / Hours of Operation
The successful Proposer shall ensure that the food and beverage service is operational to the public as follows: Hours of Operation are subject to negotiations, however the expectation will be that the restaurant is open at least until 7:00 pm Monday-Thursday and all days the Library is open. Central Library is open seven (7) days a week except for Major Holidays. Major Holidays will be defined as follows:

- New Year's Day (January 1st)
- Martin Luther King Jr. Birthday (third Monday in January)
- President's Day (third Monday in January)
- Cesar Chavez Birthday (last Monday in March)
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day (First Monday in September)
- Columbus Day (second Monday in October)
- Veteran's Day (Nov 11th)
- Thanksgiving and the Day After Thanksgiving (fourth Thursday and fourth Friday in November)
- Christmas Day (December 25th)

The Library will provide the successful Proposer a holiday schedule calendar each year.

Contractor must post the hours of operation in a location visible to the public, and must be open for business during the hours posted.

N. Menu
The successful Proposer must provide a comprehensive description of the types of high quality food, and beverages (non-alcoholic) that will be provided; include menu(s) and prices. All price increases are subject to approval of the City Librarian or designee.

O. Taxes
The successful Proposer shall pay all taxes of whatever character which may be levied or charged upon the Contractor to use the premises, or upon the improvements, fixtures, equipment or other property, or upon the operations under the Contract, including, but not limited to, the City of Los Angeles “Occupancy Tax” and the County of Los Angeles “Possessory Interest” tax.
P. Utilities
The successful Proposer will be solely responsible for payment for utilities. A monthly payment for water, electricity and gas (Utilities) is to be paid to the Library. The Library will bill the successful Proposer the actual utility usage on a monthly basis. As a guideline, the following were the actual billed Utilities for the first five months of 2015:

Jan - $2,455.36
Feb - $2,200.17
Mar - $2,494.08
Apr - $2,482.45
May - $2,517.77

Water will be used by the selected contractor in the most efficient manner possible and the selected contractor agrees to comply with all City and Library water conservation programs and all State, Federal, County and/or City statutes.

Q. Trash Disposal
The successful Proposer will pay for trash disposal six (6) days per week and will pay for the service directly to the service provider.

VII. GUIDELINES FOR PREPARING PROPOSAL SUBMITTALS

Proposers may wish to consider the following guidelines in preparing their proposals:

• Make sure your proposal is well-organized and easy to read.

• Verify that your proposal is complete and that you have completely responded to all proposal items and compliance documents in the RFP.

• Formulate your responses precisely and with detail;

• Make sure your proposal demonstrates that your financial projections and cost estimates are realistic and sustainable.

• Clearly describe what your management team will bring to the operation.

• If there are significant risks in your business strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award for the proposed contract; therefore, Proposers should be as thorough and as detailed as possible when responding to each proposal item and assembling a proposal. In the written proposal, Proposers must include responses to ALL proposal items. Proposers will not be able to add to or modify their proposals after the proposal due date. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation and required copies.
A. Mandatory Pre-proposal Conference and Tour of Space / Premises

A mandatory pre-proposal conference will be held to receive questions from prospective Proposers regarding this Request for Proposals (RFP). This conference has been scheduled for November 17, 2015 at 10:00 a.m. at the LAPL's Central Library, Board Room, 4th Floor, 630 W. Fifth St., Los Angeles, CA 90071.

A.1 Purpose of Pre-Proposal Conference

Attendance at the Pre-proposal Conference and Sign-in on the attendance roster is required to satisfy requirements of the City's Business Inclusion Plan submittal (See Appendix E.18). Any questions related to the RFP will be addressed at the Pre-proposal Conference.

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a pre-proposal conference or proposal opening, please contact the Contract Administrator at least five (5) working days prior to the scheduled event.

A.2 Tour of Space / Premises

After all the questions are addressed, a tour of the restaurant facility space will be conducted. It will be occupied by the current vendor and will be open for business. Depending on the number of vendors attending, the tour will be broken up into small groups. During the tour vendors will be advised which equipment may be removed by the current vendor if they are not a successful Proposer.

A.3 Proposal Responses Format

Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda and other material published by the City relating to the RFP. The Proposer shall disregard any previous draft material and oral representations that may have been obtained by the Proposer. Proposals shall be submitted in accordance with the requirements of this RFP, including any addenda.

A.4 Evaluation Criteria

The following criteria will be used in evaluating proposals and selecting the successful Proposer. Evaluation of submitted proposals will be based on the following factors and the points available for each factor.

- Business Plan/Experience - thirty (30) Points possible
- Sustainability Plan - ten (10) Points possible
• Rent Payment, Best Value/Revenue - thirty (30) Points possible
• Facility Design, Construction and Improvement - twenty (25) Points possible
• References – ten (10) Points possible

A.5 Evaluation and Recommendation
Responsive proposals will be scored in each of the criteria above and ranked according to scores by a panel comprised of qualified persons, which may include individuals outside the Library and City of Los Angeles.

The Library reserves the right to conduct such investigations as the Library considers appropriate with respect to the qualifications of each Proposer and any information contained in its proposal.

A.6 Interviews
The Library shall send written notice of the date and location for interviews to all Proposers whose proposals are responsive to this RFP.

The purpose of the interviews are to allow the panelists the opportunity to ask questions to the Proposers in order to clarify items in the submitted proposal. Proposers may not include additional material or other items in order to enhance their proposals.

A.7 Award
The City Librarian recommends contracts for awards to the Board of Library Commissioners. The Library shall notify all Proposers of the City Librarian's recommendation. The Board of Library Commissioners will consider the recommendation during a public Board meeting and may accept or reject the City Librarian's recommendation in making their decision as to the selection.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Contracts are deemed to be executed upon the date of signature by the selected contractor, the Board President and Board Secretary, and the City Attorney.

Once the award is approved, the selected Contractor will complete and submit the additional documents as required by this RFP, City Ordinance, and State, County, and/or Federal laws within forty five (45) days of written notification by the Library.

A.8 Acceptance and Disposition of Proposals
The City of Los Angeles reserves the right to reject all proposals. Failure of the Proposer to submit the above-required documents with their proposal may render the proposal non-responsive and result in its
rejection. The information requested and, the manner of submission, are essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the Act. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

In addition to the requested copies under Section VII.B.1 all Proposers must supply one (1) unbound, complete duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

Any Proposer claiming such exemption must also state in the proposal the following: "The Proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor."

It is the intent of the City of Los Angeles to award a contract in a form approved by the City Attorney to the selected Proposer. The RFP and the contractor’s proposal, or any part thereof, may be incorporated into and made part of the contract. The City reserves the right to further negotiate the terms and conditions of the contract. The City reserves the right to withdraw this RFP, to reject any proposal for non-compliance or non-responsiveness with RFP provisions, or not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the City’s best interest.

A.9 Proposal Protest
The City will notify all Proposers of the contract award recommendation. Any protest to a proposal award(s) must be
submitted in writing to the Contract Administrator at the address shown below, by certified mail or personal delivery, within seven (7) calendar days of the mailing date of the notice of contract award recommendation. Proposers may appeal procedural issues only.

The procedure and time limits set forth in this section are mandatory and are the Proposers’ sole and exclusive remedy in the event of a protest. Failure by a part originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. At a minimum, any written protest document must include the following:

A. Name, address, and telephone number of the protesting party
B. Name and number of this RFP.
C. Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents. The statement must also refer to the specific portion of the documents that form the basis of the protest.
D. Request for a ruling from LAPL.
E. Statement as to the form of relief requested.

Protest and attached documentation must be sent to the following address:

Kris Morita, Asst. General Manager
Los Angeles Public Library
Administration Office
630 W. 5th Street
Los Angeles, CA 90071

LAPL may hold a hearing within five (5) working days after receiving the protest, unless waived by the Proposer. The City Librarian shall make a final determination with respect to the protest and shall recommend award the contract to the Board of Library Commissioners accordingly or to reject all proposals. This decision of the City Librarian and the Board of Library Commissioners shall be final.

A.10 RFP Revisions
Any revision, amendment and addendum made to this RFP will be posted on http://www.labavn.org.

A.11 Alternatives
The Proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal’s documents. Alternatives that do not substantially meet the City’s requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.
A.12 Proposal Errors
Proposer is liable for all errors or omissions incurred by Proposer in preparing the proposal. Proposers will not be allowed to alter proposal documents after the due date for submission.

A.13 Interpretation and Clarifications
The City will consider prospective recommendations or suggestions regarding any requirements before the Pre-proposal Conference. All recommendations or suggestions must be in writing and submitted to the Contract Administrator. The City reserves the right to modify requirements on any RFP if it is in the best interest of the City.

A.14 Cost of RFP
The City is not responsible for any costs incurred by Proposer for the preparation of the proposal or any delays in processing the proposals. All costs shall be borne by the organization submitting the proposal.

A.15 Proposers Contact for Information
For answers to questions relating to the content of this RFP, the Proposers shall submit requests in writing, no later than January 15, 2016 at 5:00 p.m. to:

Eloisa Sarao, Assistant Business Manager
Los Angeles Public Library
Business Office, 4th Floor
630 West 5th Street
Los Angeles, CA 90071
E-mail: esarao@lapl.org

LAPL shall have sole discretion as to the response to any and all questions. All questions submitted in writing by a Proposer and answers provided by LAPL will be posted on http://www.labavn.org as an Addendum to the RFP.

Any oral communication between a Proposer and a City employee is non-binding on LAPL and the City of Los Angeles.

B. Submission Requirements

B.1 Submission Date and Location
LAPL will evaluate only written proposals signed by a person with the authority to bind the submitting organization to the proposal responses and RFP requirements. LAPL will not accept a telegraphic, electronic or telephone proposal.

Proposers are required to submit one (1) original Proposal signed
in ink and six (6) hard copies of the Proposal along with an
electronic version on a flash drive. The six (6) hard copies must
be three (3)-holed punched and placed in three (3)-ringed
binders.

Each proposal must be enclosed in a sealed package showing the
proposal title in the lower left hand corner. It is recommended that a
messenger deliver the proposal to ensure timely delivery. Traffic and
parking downtown must be considered by the proposing company and
will not be considered if the proposal is submitted after the due
date/time. The proposal shall be addressed as follows:

Board of Library Commissioners
Los Angeles Public Library
Central Library Board Room, 4th Floor
630 W. 5th Street
Los Angeles, CA 90071

A proposal must be received at the address given above on or
before 1:00 p.m. on Friday, January 29, 2016. A proposal
received after 1:00 p.m. January 29, 2016 will not be accepted
and shall be returned to the Proposer unopened.

The formal announcement of submitted proposals will take place at that
time, which will consist solely of the announcement by staff of the
company or business entity submitting a proposal in response to this
RFP. The LAPL reserves the right to extend the submission date. Any
changes on submission date will be posted on http://www.lavbayn.org.

B.2 In Writing
All proposals must be submitted in writing and Proposers shall
complete and return all applicable documents including attachments,
forms, appendices, and any technical and/or illustrative literature.
The City may deem a Proposer non-responsive if the Proposer fails
to provide all required documentation and copies, or if original
signatures are not included in the original submitted proposal.

B.3 Cover Letter
Each proposal must include a cover letter limited to one (1) page.
The cover letter must include the title, address and telephone
number of the person or persons who will be authorized to represent
the Proposer.

B.4 Authorized Signatures
Proposals must be signed by a duly authorized officer eligible to sign
contract documents and authorized to bind the company to all
commitments made in the proposal. Consortiums, joint ventures, or
teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one (1) Proposer or one (1) legal entity. The proposal must identify the responsible entity.

B.5 Executive Summary
The Library is seeking a qualified and responsible contractor to provide year-round high quality food and beverage service including fast and casual food, and beverages in a clean and inviting environment. An Executive Summary should describe your company's industry experience and qualifications in detail explaining how your company will be the best fit for the Central Library.

B.6 Relevant Experience
The experience of the Proposer must meet the minimum qualifications outlined in Section III of this RFP.

B.7 References
Proposer must include five (5) client and/or business references: For each reference, please list the name, his/her position, organization, address, phone number, email address and description of your business relationship and how long you have had this relationship.

B.8 Business Plan
Each Proposer must provide a business plan which contains sufficient information to evaluate the proposed operation (twenty (20) pages maximum). The Business Plan should include forecast of profit and cash flow. This includes being able to demonstrate the financial means and resources to finance, operate, and sustain the operation as proposed, including all proposed facility improvements, start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital, if needed; a marketing and promotional plan to establish and increase awareness; a plan to monitor and increase market share; and, a plan to obtain, measure and address customer service.

B.9 Sustainability Plans
This Section pertains to your PROPOSED operation, not your CURRENT or PAST operations. The Proposer's Sustainability Plan must include, but is not limited to, the following.

Provide a narrative on your Company's plan to reduce, reuse, and recycle; all materials to obtain a "zero waste" approach to trash; water conservation and energy reduction.

B.10 Rent
Rent is to be proposed as both a minimum monthly fee and a percentage of annual gross sales. The selected contractor will pay the
proposed monthly minimum every first of the month. At the beginning of each calendar year, the selected contractor will submit a certified annual accounting and report of gross sales and will additionally pay the proposed percentage on gross sales above the designated amount.

B.11 List of Violations
A list of all violations of City, County, and or State Health Department, Board of Health or Alcoholic Beverage Control Board Regulations governing the preparation and sale of food or beverages for which the Proposer was cited or fined during the last three (3) years.

B.12 List of Closed Accounts/Facilities
A list of all accounts/facilities that have been closed or where you ceased operating within the past twelve (12) months, including a brief description of why you are no longer there and the name and phone number of your business contact/client at each location.

C. General Conditions

C.1 Declaration of Non-Collusion
Each proposal must have attached thereto the affidavit of the Proposer that such proposal is genuine, and not a sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; and that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal.

Proposers shall submit a signed Declaration of Non-Collusion (Appendix E.1). No other form will be accepted.

C.2 Transfers, Joint Ventures and Use of Subcontractors
Proposer shall not, without written consent of the City Librarian assign, hypothecate, or mortgage any terms in a contract with the City or sublease or license any portion of the work. Any attempted assignment, hypothecation, mortgage, sublease, or license without the written consent of the City Librarian shall render a contract null and void. Each and all conditions herein contained to be performed by Proposer shall be binding on any consented transferee thereof.

C.3 Performance Bond
A faithful performance bond in the amount of $100,000 shall be executed by the Contractor and by a corporate surety company authorized to transact business in the State of California and holding a certificate of authority as an acceptable surety on Federal bonds issued by the Department of the Treasury prior to Library’s issuance of a Notice to Proceed with the work under the Agreement. The form of bond for the faithful performance of the Agreement shall be such that the City may proceed against the Contractor and its sureties.
immediately upon default, in the performance of the Agreement or in payments for labor, material, and supplies, without waiting for the completion of the work and the accumulation of damages. Deposit of cash in lieu of bond may be made to the City Treasurer under such procedures as may be approved by the Treasurer and by the City Controller. Cash may be deposited in a responsible bank in the City of Los Angeles and the interest on a time certificate of deposit or passbook account may accrue to and be paid to the Contractor; however, the right to make withdrawal of principal shall be assigned to the Library for the term of the Agreement and any extension thereof.

Said sum shall serve as security for faithful performance of all covenants, promises, and conditions assumed by bidder herein, and may be applied in satisfaction or mitigation of damages arising from a breach thereof, including, but not limited to, failure to secure required insurance, and/or to complete the work as specified. Allocation of the amounts on deposit in satisfaction or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

In the event any or all of said amount is applied in satisfaction or mitigation of damages, Bidder shall immediately deposit such sums as are necessary to restore the performance bond to 100% of the original amount of the bond. Said bond shall be returned to Bidder after fulfillment of services as stated in the Agreement, or upon the Library's payment for services less than any amount that may be withheld therefrom by the Library as hereinbefore provided.

The Surety executing the bonds must appear in the Federal Register, a publication of the U.S. Department of the Treasury, and may not underwrite the bonds for more than the treasury limitation expressly outlined in said Register.

C.4 Good Food Purchasing Policy

In accordance with Mayor's Executive Directive No. 24, "Good Food Purchasing Policy," Proposers are required to comply with the City of Los Angeles' Good Foods Purchasing Policy. The Good Food Purchasing Policy Guidelines emphasize five (5) core values: Local Economies, Environmental Sustainability, Valued Workforce, Animal Welfare, and Nutrition.

The successful Proposer shall complete and submit the Good Food Purchasing Pledge (page 1 of attached informational package, Attachment D) prior to execution of the contract.
VIII. SUPPORTING DOCUMENTS REQUIRED BY THE CITY

A. Standard Provisions for City Contracts
   All contracts entered into as a result of this RFP are subject to the Standard Provisions for Personal Services Contracts (Rev. 3/09, see Attachment A).

B. Contractor Responsibility Ordinance
   Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Proposers shall refer to Appendix E.2, “Contractor Responsibility Ordinance,” for further information regarding the requirements of the Ordinance.

   All Proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in Appendix E.3 and Pledge of Compliance to the Ordinance, Appendix E.4. Failure to return the completed questionnaire may result in a Proposer being deemed non-responsive.

C. Equal Benefits Ordinance
   Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

   All bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at $5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City’s BAVN.

   Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s web site at www.bca.lacity.org.

D. Living Wage Ordinance and Service Contractor Worker Retention Ordinance
   Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the City that involve an expenditure or receipt in excess of twenty five thousand dollar ($25,000) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage
Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Proposers shall refer to "Living Wage Ordinance" (Appendix E.5) and "Service Contractor Worker Retention Ordinance" (Appendix E.10) for further information regarding the requirements of the Ordinances.

Proposers who intend to subcontract any of their services must submit the LWO Subcontractor Information Form (Appendix E.8) and the LWO Subcontractor Declaration of Compliance to Living Wage (Appendix E.7).

The LWO Employee Information Form (Appendix E.6) will be required of any successful Proposer.

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO or SCWRO Lists of Statutory Exemptions shall apply for exemption from the Ordinance(s) by submitting with their proposal the Proposer Application for Non-Coverage or Exemption (Form OCC/LW-10, Appendix E.9), the Non-Profit/One Person Contractor Certification of Exemption Form (Form OCC/LW-13, Appendix E.9a) or the Small Business Exemptions Application (Form OCC/LW-26a, Appendix E.9b) and the SCWRO Application for Non-Coverage or Exemptions (Form OCC/SCWRO-1, Appendix E.11).

As of July 1, 2015, Contractor Employers shall pay employees a wage of no less than $11.17 per hour with health benefits of $1.25 per hour or $12.42 per hour without health benefits. Such rates shall continue to be adjusted annually to correspond with adjustments to retirement benefits paid to members of the City Employment Retirement System (CERS).

E. Non-Discrimination/Equal Employment/Affirmative Action Plan

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause. Non-construction services to or for the City for which the consideration is $1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All bidders/Proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN but no later than the time when an individual Bid/Proposal is submitted. However, bidders/Proposers with Certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to resubmit.

Non-construction services to or for the City for which the consideration is $100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions.
All bidders/Proposers shall complete and upload, the City of Los Angeles Affirmative Action Plan (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN, but no later than the time when an individual Bid/Proposal is submitted. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City’s BAVN. Bidders/Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is thirty (30) days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful bidder/Proposer prior to commencing work on the contract. The subcontractors’ Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful bidder/Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City’s BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the City’s Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

F. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Proposers shall complete and upload the Slavery Disclosure Ordinance Affidavit one (1) page available on the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavan.org prior to the award of the City contract.

Bidders/Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

G. Child Support Obligations Compliance Form

The City of Los Angeles has adopted an ordinance, see Appendix E.12, requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments
relative to legally mandated child support

All Proposers shall complete and return with their proposals the Certification of Compliance with Child Support Obligations included in Appendix E.12a.

H. City Contracts Held Within the Past Ten (10) Years
The Los Angeles City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal a list of all City of Los Angeles contracts held by the Proposer or any affiliated entity during the preceding ten (10) years. The City of Los Angeles Contract History is attached as Appendix E.13. If the Proposer has held no City of Los Angeles contracts during the preceding ten (10) years, this must be stated on the form.

I. Los Angeles Residence Information
The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires Proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

All Proposers shall complete and return with their proposals the City of Los Angeles Residence Information Form included in Appendix E.14.

J. City Ethics Certification and Contributions
Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a completed Bidder Certification CEC Form 50 as proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualified as a lobbying entity under the Ordinance.

The exemptions contained in Los Angeles Administrative Code Section 10.4.4 shall not apply to this subsection.

Bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, twelve (12) months after the contract is signed. The bidder’s principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55 requires bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of
those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

The Proposers shall complete and return with their proposals the City Ethics Commission's Bidder Certification and Contributions Form 50, Appendix E.15 and Form 55, Appendix E.16.

K. Business Tax Registration Certificate
In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate (BTRC) is required of persons engaged in business activity within the City. The Office of Finance's Tax and Permits Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption numbers.

Accordingly, a firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. The Proposer, in submitting this proposal, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

L. City's Insurance Requirements
The Proposer shall not commence work under any contract with the City until all insurance required under this section of this RFP has been obtained and approved by the City.

At Proposer's own cost and expense, Proposer and each of its subcontractors shall procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Appendix E.17. Proposer shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management through the City's internet site, http://track4la.lacity.org/ that uses the standard insurance industry form, the ACORD 25 Certificate of Liability Insurance in electronic format.

No work may be done pursuant to this contract until the specified documents have been approved by the City Administrative Officer, Risk Management Section.
M. Business Inclusion Program (BIP) Requirements
It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the Proposer’s BIP outreach documentation, as described in Appendix E.18, the Business Inclusion Program, of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Appendix E.18, Business Inclusion Program of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A Proposer’s failure to utilize and complete their BIP Outreach as described in Appendix E.18 may result in their proposal being deemed non-responsive.

For assistance on how to use BAVN go to: http://bca.ci.la.ca.us/index.cfm
> contracting resources > BAVN BIP Outreach Helpful Hints.

N. Contractor Evaluation Program
At the end of the contract, the City will conduct an evaluation of the Contractor’s performance. The City may also conduct evaluations of the Contractor’s performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

O. Local Business Preference Program
This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor’s Office, Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program. (see Appendix E.19).
P. Iran Contracting Act of 2010
In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at $1,000,000 or more are required to complete, sign and submit the “Iran Contracting Act of 2010 Compliance Affidavit” (see Appendix E. 20)

Q. First Source Hiring Ordinance
Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds twenty five thousand dollars ($25,000) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to Appendices E.21 and E.21A, for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit, one (1) page) available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) at www.labavn.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City’s BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

IX. PROPOSER CHECK LIST
The proposal package should contain the following items (i.e., responses, forms or other items). Additional forms may be required, as described in the Appendices, if Proposer is applying for any exemptions or waivers or utilizes subcontractors as described in the Appendices.

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<td>* LWO Subcontractor Information Form</td>
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<td>✷ LWO Non-Coverage Exemption Form (if applicable)</td>
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<td>✷ LWO Non-Profit One Person Exemption Form (if applicable)</td>
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<td>Appendix E.9b</td>
<td>✷ LWO Small Business Exemption Form (if applicable, English)</td>
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<td>✷ LWO Small Business Exemption Form (if applicable, Spanish)</td>
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<td>Appendix E.10</td>
<td>* Service Contractor Worker Retention Ordinance (SCWRO) and Amendments</td>
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<td>✷ SCWRO Application for Non Coverage or Exemption (if applicable)</td>
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<td>* Child Support Assignment Orders</td>
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| Appendix E.12a | * Child Support Certification of Compliance | □ |
| Appendix E.13 | * City of Los Angeles Contract History | □ |
| Appendix E.14 | * City of Los Angeles Residence Information | □ |
| Appendix E.15 | * Bidder Certification Form 50 | □ |
| Appendix E.16 | * Bidder Certification Form 55 | □ |
| Appendix E.16a | * Prohibited Contributors CEC Form 56 | □ |
| Appendix E.20 | * California Iran Contracting Act of 2010 Compliance Affidavit | □ |
| VII.F.15 | * Iran Contracting Act of 2010 | □ |
| VII.F.10 | * Business Tax Registration Certificate | □ |
| VII.F.2 | ▲ Equal Benefit Ordinance | □ |
| VII.F.4 | ▲ Non-Discrimination/Equal Employment/Affirmative Action Plan | □ |
| VII.F.5 | ▲ Slavery Disclosure Ordinance (SDO) | □ |
| VII.F.12 | ▲ Business Inclusion Program (BIP) | □ |
| VII.F.16 | ▲ First Source Hiring Ordinance | □ |
| Appendix E.17 | ♦ Insurance Requirements | □ |
| Appendix E.18 | * BIP Outreach Process | □ |
| Appendix E.19 | * Local Business Preference Program (LBPP) | □ |
| Appendix E.21 | * First Source Hiring Ordinance (FSHO) | □ |
| Appendix E.21a | * FSHO Hiring Rules and Regulations to Implement | □ |

**KEY:**

* Completed and attach with proposal.
♦ No submission required at this time unless requesting an exemption, only for Proposer's acknowledgement of understanding the ordinance and/or compliance.

▲ All bidders/Proposers must complete and upload the forms marked with an (▲) through the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org prior to the deadline for submission.

♦ Required after award of Contract.
TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: APPROVAL OF NEW DESIGN PLAN FOR THE REMODEL OF THE LIBRARY STORE

RECOMMENDATION:

1. That the Board of Library Commissioners approve The Library Foundation of Los Angeles remodel of the Library Store. In addition to a new design that will allow for improved merchandising, it will also bring the store into full ADA compliance, in accordance with the LAPL lease agreement with the Store.

FINDINGS:

1. This design will be an efficient configuration that honors the historic Central Library architecture.

2. This remodel will bring the Store into full ADA compliance.

3. This design will increase the square footage and viable selling space from approximately 770 to approximately 1164 (a 394 square foot increase).

4. This design will move the southeast wall 6 feet, with no change to the number of workstations in the adjacent computer lab.

5. This design will create an environment to better feature merchandise and physically accommodate all customers, providing a positive experience resulting in increased sales and more funding for Library programs.

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Ken Brecher, President, LFLA
Kris Morita, Assistant General Manager, LAPL
- This remodel will bring the store into full ADA compliance.
- This design will be an efficient configuration that honors the historic architecture of Bertram Goodhue.
- This Design will increase the square footage and viable selling space from approximately 770 to approximately 1164 (a 394 square foot increase).
- This design will only move the southeast wall 6 feet, with no change to number of workstations in Adult Literacy training room.
- The design will create an environment to better feature merchandise and physically accommodate all customers, providing a positive experience resulting in increased sales and more funding for Library programs.
MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS

October 22, 2015

SUBJECT

1. LIBRARY FOUNDATION PRESENTATION

SCHEDULED FOR BOARD MEETING

Pending

COMMISSIONERS’ OVERSIGHT RESPONSIBILITY

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

Media Marketing Ad Hoc Committee
Bich Ngoc Cao, Vice President
Mai Lassiter, Board Member

Board Policies & Procedures Committee
Chair: Vacant
Member: Vacant