AGENDA
Board Of Library Commissioners
City of Los Angeles
Thursday, April 14, 2016

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 (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 Library Development Mitigation Fee in the amount of $30,000 from Wilshire Crescent Heights, LLC, for project development at 6245 Wilshire Boulevard in Los Angeles, to be deposited in Trust Fund 831, Account 159 – Fairfax Branch Library (EXHIBIT “A”)

   b. Recommendation to approve Request for Proposals (RFP) for Audiovisual Consultant Services (EXHIBIT “B”)
Discussion Items

c. Recommendation to approve the selection of Hershey Cause Communication as the Marketing Consultant to develop a Marketing Plan for the Los Angeles Public Library

EXHIBIT “C”

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, April 28, 2016 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 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 4/8/16

For more information, contact: Library Commission Office (213) 228-7530
TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: ACCEPTANCE OF MITIGATION FEE FOR PROJECT DEVELOPMENT AT 6245 WILSHIRE BOULEVARD, LOS ANGELES

RECOMMENDATIONS:

1. That the Board of Library Commissioners accept the amount of $30,000 for payment of the Library Development Impact Mitigation fee, a condition of approval imposed by the City of Los Angeles Planning Department for the Crescent Heights Project. The Project will be constructed by Developer Wilshire Crescent Heights, LLC on property located at 6245 Wilshire Boulevard, Los Angeles.

2. That the amount of $30,000 be deposited into Library Trust Fund 831, Account 159, for the purpose of acquiring books, technology equipment and devices, and other library materials for the Fairfax Branch Library.

3. That a letter be sent to Vince Bortoni, Director of City Planning acknowledging receipt of the mitigation fee with a copy to Wilshire Crescent Heights, LLC for the property located at 6245 Wilshire Boulevard, Los Angeles.

FINDINGS:

1. Wilshire Crescent Heights, LLC is planning to construct 150 residential units and develop 7,000 square feet of commercial space at 6245 Wilshire Boulevard.

2. As part of the conditions imposed by the Los Angeles City Planning Department, the developer is required to pay a Library Development Impact Mitigation fee of $200 per capita based upon the projected 150 residential units.

3. The Fairfax Branch Library will serve the future residents of the proposed project.

Prepared by: Eloisa Sarao, Assistant Business Manager
Reviewed by: Kris Morita, Assistant General Manager
EXHIBIT "B"

April 14, 2016

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian

SUBJECT: REQUEST FOR PROPOSALS FOR AN AUDIOVISUAL CONSULTANT FOR THE LOS ANGELES PUBLIC LIBRARY

RECOMMENDATIONS:

1. That the Request for Proposals (RFP) For an Audiovisual Consultant at the Los Angeles Public 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 than by City Employees.

3. That proposals be submitted no later than 1:00 p.m. on Wednesday, May 25, 2016, to the office of the Board of Library Commissioners, 630 West Fifth Street, 4th Floor, Los Angeles, CA 90071.

FINDINGS:

1. The Library requires the professional and technical services of a consultant to manage, direct, plan and coordinate the audiovisual, lighting and other technical aspects of meetings or productions staged in the Central Library Mark Taper Auditorium, Rotunda, Courtyards, meeting venues and other library facilities.

2. The term of this agreement is for two (2) years with one (1) one-year renewable option.

3. Funds are available for this contract in the Library's Contractual Services Account.

4. This RFP has been reviewed by the City Attorney's Office as to form and legality.

Prepared by: Eloisa Sarao, Asst. Business Manager

Reviewed by: Madeleine M. Rackley
Business Manager
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY

Request for Proposals

For

AN AUDIOVISUAL CONSULTANT
REQUEST FOR PROPOSALS
Audiovisual Consultant
CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY (LAPL)

DATE RFP Issued: April 14, 2016

Title: RFP #44-012
Audiovisual Consultant

Description: The Los Angeles Public Library is seeking a qualified consultant to provide professional and technical audiovisual consulting.

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 15 days prior to the RFP Due Date. See the exact date for this RFP on the LABAVN website.

Term: One Year with two one-year renewable options

Key Dates:
Proposal Due: May 25, 2016

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:
April 27, 2016 at 9:30 a.m.
Central Library Board Room
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
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The Los Angeles Public Library

Invites sealed proposals to a Request for Proposals

For

AN AUDIOVISUAL CONSULTANT

Request for Proposals are available at:

http://www.labavn.org
Proposer must register on this website (Los Angeles Business Assistance Virtual Network) before they can access the RFP and updates.

Responses shall be submitted in accordance with the proposal documents. All proposals shall be filed with the Board of Library Commissioners Administrative Offices on or before

Wednesday May 25, 2016, 1:00 p.m.

The Los Angeles Public Library reserves the right to reject any and all responses.

In the performance of any contract awarded, the proposer shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability marital status or medical condition.

If you have any questions, please call Eloisa Sarao at (213) 228-7463.
A. **SUMMARY**
The Los Angeles Public Library (Library) is issuing a Request for Proposals (RFP) to select a qualified individual or firm to provide professional and technical consulting services to plan, direct, coordinate, produce, and manage audiovisual and technical productions, assure maintenance of equipment and venues and coordinate the upgrading of equipment and audiovisual capabilities in library facilities. The Central Library and branch libraries have meeting rooms and other facilities available for public and private use which are equipped with sophisticated sound and lighting equipment. The services of a qualified consultant will be provided under a personal services contract with the City of Los Angeles beginning approximately June 2016 or later.

B. **SERVICES TO BE PROVIDED**
The audiovisual consultant will be expected to perform the following:

1. Coordinate, produce, direct and stage presentations, including, but not limited to, recitations, plays, musicals, mime, puppet, chamber music and meetings.

2. Plan, design, direct, produce and manage sound, light, computer interfaces with other audiovisual equipment, video, slides, films and set arrangements and may coordinate construction projects.

3. Recommend the most practical, suitable, and economically feasible equipment needed for each Library venue. Contract and supervise labor for installation.

4. Recommend needed construction work to improve the technical and audiovisual capabilities of various Library venues including but not limited to branch libraries, utilizing a working knowledge of plumbing, electrical, and other building trades.

5. Coordinate the use of appropriate freelance and/or other temporary personnel as needed to provide adequate technical and stage support.

6. Schedule and train Library personnel on simpler technical functions of audio visual equipment such as projector, DVR, etc.

7. Meet and interact with prospective corporate, private and government customers desiring to use Library facilities and equipment for meetings and events. Meet with artists to determine their production requirements.

8. Develop written instructions for use of audiovisual equipment and procedures for use of equipment in all Library venues. Provide written reports as needed.
9. Resolve technical problems and repair equipment when possible or arrange for outside repair as necessary upon advance approval by the Business Manager.

10. Assist in maintaining facilities calendar computer database.

C. **WORK SCHEDULE**
Consultant will work the hours that best meet the demands of the programs or special events or productions as they are scheduled by the Library to assure the success of the presentations being made. The Consultant's schedule will be approved by the Library's Assistant General Manager or Designee. Consultant will be available on call when necessary. Schedules may vary from a four hour work day to a twelve (12) hour work day, and/or a five (5) day work week to seven day workweek. The schedule will involve nights and weekends.

Under normal conditions, excluding holidays and vacations, consultant may work approximately 20-50 hours per week, depending on the event calendar. Consultant will only be paid for the actual hours worked upon approval of the Business Manager.

It is mandatory that the Audiovisual Consultant work the following events:

- Children's Special Events
- Teen Festival and Activities

There may be other mandatory events that will require the Audiovisual Consultant to be on-site.

D. **WORK SITE**
The consultant will be provided work space, computer, and office supplies in the Central Library facility, 630 W. 5th Street, Los Angeles, CA.

E. **TERM OF CONTRACT**
The term of the Contract shall be for two (2) years with one (1) one-year renewal option.

F. **QUALIFICATIONS OF CONSULTANT**
A contract will be awarded to an individual or firm with the best qualifications in a broad range of areas as follows:

1. Expert working knowledge of lighting for different kinds of productions, sound reinforcement systems and their application to varied needs, video, computer to audiovisual interface and theatrical production equipment and techniques.
2. Ability to design and set up sound systems for events as diverse as a single microphone press conference with a press bridge, to a panel discussion, to a full set up with twenty (20) microphones, monitors and additional amplification as well as mix for recording.

3. Ability to manage technical rehearsals and operate computerized lighting boards.

4. Experience with and working knowledge of video systems from the point of view of designing installations for particular needs.

5. Ability to design theatrical, dance, formal presentation and party lighting. Ability to hang, focus and program a lighting console.

6. General knowledge of communication services such as ISDN, fiber optic and T3 lines.

7. Organizational skills as relates to: scheduling personnel, equipment and venues.

8. Ability to record, shoot, and edit audio and digital video using editing equipment and software.

9. Familiar with compression software, authoring software for DVDs, and disk duplication and printing hardware and software.

10. Experienced on streaming hardware and software.

11. Ability to manage audiovisual services for several venues simultaneously with minimum additional personnel.

12. Understanding of and ability to run a TriCaster 460 for multi camera video streaming and recording.

13. Understanding and ability to work with fiber optics in video transmission.

14. Expert working knowledge to perform some minor repairs and modifications to existing lighting and audiovisual equipment, the ability to handle installations of new equipment and to determine when it is necessary to hire outside staff when this work cannot be done in-house.

15. Management skills to coordinate and organize events, produce and stage presentations, schedule staff and arrange for the purchase and rental of musical, audiovisual, computer and lighting equipment.

16. Ability to work well with various clientele such as corporate executives, artists, dignitaries, and celebrities to ensure a good interface between
people and technology.

17. Good working knowledge of the building trades in order to coordinate and manage construction work for the purpose of modifying venues.

18. Working knowledge of computers (Mac and Windows platforms) and networking.

19. Ability to lift at least 70 pound tables and equipment.

G. EVALUATION AND SELECTION PROCESS

Evaluation Factors
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

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<tr>
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<th>Maximum Points</th>
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<tbody>
<tr>
<td>Proposed Fees – best overall value to the City</td>
<td>45</td>
</tr>
<tr>
<td>Experience and past performance of the proposer</td>
<td>35</td>
</tr>
<tr>
<td>Responsiveness of proposal</td>
<td>20</td>
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<td>100</td>
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H. PROPOSAL SUBMITTAL AND REQUIREMENTS

1. Mandatory Pre-proposal Conference
   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 April 26, 2016 at 9:30 a.m. at the LAPL’s Central Library, 630 W. Fifth St., Los Angeles, CA 90071.

1.1. 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 Exhibit E.18). Any questions related to the RFP will be addressed at the Pre-proposal Conference.
2. Proposal 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.

3. Submission Requirements

3.1. Submission Date and Location
LAPL will evaluate only written and signed proposals. LAPL will not accept a telegraphic or telephonic proposal. Proposers are required to submit **one (1) original RFP signed in ink and four (4) hard copies of the RFP response along with an electronic version on a flash drive.** 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. The proposal shall be addressed as follows:

Board of Library Commissioners
Los Angeles Public Library
630 W. Fifth Street
Los Angeles, CA 0071

A proposal must be received at the address given above on or before 1:00 p.m. on May 25, 2016. A proposal received after 1:00 p.m. on May 25, 2016 will not be accepted and shall be returned to the proposer unopened.

The formal opening of proposals will take place at that time. The LAPL reserves the right to extend the submission date. Any changes on submission date will be posted on [http://www.labavn.org](http://www.labavn.org).

3.2. 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.

3.3. 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.

3.4. 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. Consortiaums, 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.

3.5. Relevant Experience
   The experience of the proposer should be described in detail, including work of a similar nature.

3.6. References
   A list and detailed description of at least five (5) successfully completed programs within the last two (2) years with dates of completion is to be provided that resemble the work described in Sections B and F of this RFP. List the name, title, address and phone number of a contact person for each project listed.

3.7. List of Backup Personnel
   Provide a list of names, addresses and phone numbers of the personnel you would use as back-up if you are not able to work an event. The contractor must provide the Business Office fourteen (14) days’ notice if he or she is not able to work an event. Library must review qualifications of back-up personnel and must give prior approval to use them as back-up.

3.8. Fee Schedule and Expenses
   Provide the hourly rate you will charge.

   If additional non-salary expenses are required to perform the services described herein, provide a list of such anticipated costs or types of costs (e.g. mileage, supplies).

3.9. Selections Process
   Following an initial screening of the proposals received and upon investigation of the references listed, the Library staff will compile a short list of candidates. These candidates may be called in for oral interviews. From this process, a candidate with the best qualifications will be selected.

3.10. Social Security Numbers
   The Internal Revenue Service (IRS) requires the Library to report all payments to an independent consultant whenever payments exceed six hundred dollars ($600.00) annually. The Audiovisual
Consultant is required to furnish Library with his or her social security number for the sole purpose stated in this paragraph.

4. General Conditions

4.1. 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.

4.2. 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.

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 3.1 all proposers must supply one 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 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.

4.3. 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 party 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:

1. Name, address, and telephone number of the protesting party
2. Name and number of this RFP.
3. 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.
4. Request for a ruling from LAPL.
5. 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
630 W. Fifth 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 award the contract accordingly or reject all proposals. This decision shall be final.

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

4.5. Transfers, Joint Ventures and Use of Subcontractors
Proposer shall not, without written consent of LAPL assign, hypothecate, 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 consent of LAPL 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.

4.6. Information Requested and Not Furnished
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.

4.7. 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.

4.8. 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.

The City reserves the right to make corrections or amendments due to errors identified in proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors and typing or transposition. All changes must be coordinated in writing with authorization by and made by the Contract Administrator.
4.9. 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.

4.10. Cost of RFP
The City is not responsible for any costs incurred by proposer while submitting proposals.

4.11. Americans with Disabilities Act
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.

4.12. Proposers Contact for Information
For answers to questions relating to the content of this RFP, the proposers shall submit requests in writing to:

Eloisa Sarao, Asst. Business Manager
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071
E-mail: esarao@lapl.org

LAPL shall be the sole judge of whether or not an answer is required. All questions submitted in writing by a proposer and answers provided by LAPL will be posted on http://www.labavn.org as an Amendment to the RFP.

Any oral communication between a proposer and a City employee is not binding on LAPL or the City of Los Angeles.

5. Standard Provisions for City Contracts (Rev. 3-09)
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).

6. Supporting Documents Required By the City of Los Angeles

6.1. 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.

6.2. 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.

6.3. 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 $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.

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Proposers who intend to subcontract any of their services must submit the Subcontractor Information Form (Appendix E.8) and the 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-LW13, Appendix E.9a), or the Small Business Exemption Application (Form OCC/LW-26A, Appendix E.9b), and the SCWRO Application for Non Coverage or Exemption (Form OCC/SCWRO-1, Appendix E.11).

As of July 1, 2014, Contractor Employers shall pay employees a wage of no less than $11.03 per hour with health benefits of $1.25 per hour or $12.28 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).

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 contracts 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 at www.labavn.org) no later than the time when an individual Bid/Proposal is submitted. However, bidders/proposers with Certifications previously uploaded to BAVN within the last year do not need to resubmit the document.

Non-construction contracts 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 (two (2) pages) available on the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org 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 BAVN. Bidders/Proposers with Affirmative Action Plans previously uploaded to BAVN within the last year do not need to re-submit the document.

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 valid 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.

6.5. 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.labavn.org prior to award of City contract.

Bidders/Proposers seeking additional information regarding the requirements of the Slavery Discovery Ordinance may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.
6.6. 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 12a.

6.7. City Contracts Held Within the Past Ten 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 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.

6.8. 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.

6.9. 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.

All 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 and Form 56, Appendix E.16a.

6.10. 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.

6.11. 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.

6.12. 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.

6.13. 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 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.

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).

6.15. 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.

6.16. 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 $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 "First Source Hiring Ordinance" 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.

I. **PROPOSER CHECK LIST**

The proposal package should contain the following 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>*Contractor Responsibility Ordinance (CRO)</td>
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<td>* CRO Questionnaire</td>
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<td>* Living Wage Ordinance (LWO) and amendments</td>
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<td>* LWO Employee Information Form</td>
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<td>* LWO Subcontractor Declaration of Compliance</td>
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<td>Appendix E.9b</td>
<td>*LWO Small Business Exemption Form (if applicable only, English)</td>
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| Appendix E.9c | *LWO Small Business Exemption Form (if applicable only, Spanish) |  □ |
| Appendix E.10 | *Service Contractor Worker Retention Ordinance (SCWRO) and amendments |  □ |
| Appendix E.11 | *SCWRO Application for Non-Coverage or Exemption (if applicable only) |  □ |
| 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 |  □ |
| 6.15 | * Iran Contracting Act of 2010 Affidavit |  □ |
| 6.10 | * Business Tax Registration Certificate |  □ |
| 6.2 | ^ Equal Benefits Ordinance |  □ |
| 6.4 | ^ Non-Discrimination/Equal Employment/ Affirmative Action Plan |  □ |
| 6.5 | ^ Slavery Disclosure Ordinance |  □ |
| 6.12 | ^ Business Inclusion Program |  □ |
| 6.16 | ^ First Source Hiring |  □ |
| Appendix E17 | @ Insurance Requirements |  □ |
| Attachment A | * Standard Provisions of City Contracts (Rev. 3-09) |  □ |

**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](http://www.labavn.org) prior to the deadline for submission.

@ Required after award of Contract.
LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

April 14, 2016

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian
SUBJECT: REQUEST TO APPROVE THE SELECTION OF HERSHEY CAUSE COMMUNICATION MARKETING CONSULTANT TO PREPARE A MARKETING PLAN FOR THE LOS ANGELES PUBLIC LIBRARY

A. RECOMMENDATIONS:

1. The Board of Library Commissioners award a contract, substantially in the form attached, to Hershey Cause Communication to provide services as a consultant to create a marketing plan.

2. Authorize the City Librarian and City Attorney to make technical changes to the Agreement.

3. Authorize the President of the Board of Library Commissioners to execute the Agreement.

4. Adopt the attached Resolution regarding the Agreement between Los Angeles Public Library (LAPL) and Hershey Cause Communication (Hershey).

B. FINDINGS:

1. The Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) on September 24, 2015, for a public relations/marketing consultant to create a marketing plan for the Los Angeles Public Library. The RFP was released and made public on September 28, 2015. A pre-proposal conference was held on November 3, 2015. Representatives from twenty six (26) firms attended the conference. The due date for the RFP was December 18, 2015.

2. In the RFP and at the pre-proposal conference it was stressed to all parties that they must register on Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org. This is a free service provided by the City of Los Angeles and the Mayor’s Office of Economic and Business Policy. Of particular importance is the Business Inclusion Program Outreach Process (BIP). It is the mandatory policy of the City of Los Angeles to provide Minority-owned Business Enterprises, Woman-owned Business Enterprises, Small Business Enterprises, Disabled Veteran
Business Enterprises, Emerging Business Enterprises and all Other Business Enterprises an equal opportunity to participate in the performance of City contracts. The website determines the number of contacts required based on available sub-contractors, and it tracks and records compliance with the Mayor’s Executive Directive No.14 issued on January 12, 2011, which requires that BIP outreach be performed by each bidder/proposer.

3. The RFP was posted and advertised on the following websites: City’s www.labavn.org, Daily Journal, Los Angeles Times, LinkedIn and Facebook. The library conducted extensive outreach to raise awareness of the RFP, including notification sent to the Public Relations Society of Los Angeles, the California Association of Public Information Officials, and forty (40) marketing/PR firms including the Los Angeles Business Journal’s list of the thirty (30) largest PR/marketing firms.

4. On December 18, 2015, the following six (6) firms delivered proposals: Allegra Consulting, Hershey Cause Communications, KHB Marketing Group, The Miller Group, New Economy Campaigns and Tivevan.

The proposals were preliminarily reviewed to ensure compliance with the requirements specified in the RFP. For this RFP, according to the BAVN requirements, at least nineteen (19) outreach contacts must have been made by the proposers at least fifteen (15) days prior to the proposal due date to be considered responsive and compliant. All six proposals were compliant.

5. To evaluate the proposals as outlined in the RFP, the library convened an evaluation committee comprised of the Library’s Director of Marketing and Public Relations, Assistant Director of Marketing and Public Relations and two PR/marketing professionals.

The evaluation committee thoroughly reviewed of each of the six (6) proposals and was impressed by the enthusiasm and thoroughness that characterized each firm’s response to the RFP. Committee members met and reviewed their evaluation of each proposal and determined that the following three (3) firms presented the best qualifications and experience in response to the RFP: Allegra Consulting; Hershey Cause Communications; and The Miller Group. The committee then interviewed representatives from each firm to clarify the content of the proposal and address any ambiguities. The proposers were evaluated based on: experience and capacity of the proposer; work plan and responsiveness of the proposal; proposal fee/best overall value to the City; and references.

While the committee was impressed with the strength of the three (3) proposals, the committee was especially impressed by the overall creativity, clarity and succinctness of the Hershey proposal. The firm's
many outstanding features that led the committee to unanimously recommend Hershey Cause Communications include its:

- Nearly forty (40) years of experience in creative and successful marketing for clients in diverse sectors including government and non-profit (City of Hope, First 5 LA, etc.), foundations (Annenberg Foundation, The California Endowment, etc.), and businesses (Disney, Kaiser Permanente, etc.);

- Local, in-house team of experts in the areas of marketing strategies, branding and brand management, strategic communication, creative research, project management and graphic design;

- Familiarity and demonstrated expertise in the local Los Angeles/Southern California market, which is among the most challenging in the nation; and

- Distinct blend of talent with the skills and experience that generate creative, innovative, cost-effective and implementable marketing strategies.

6. On March 21, 2016, the City notified all proposers of the contract award recommendation. The RFP provides a 7 (seven) day period for protests; no protests were received.

7. The library recommends awarding the marketing plan contract for the Los Angeles Public Library to Hershey Cause Communication.

Attachments

Prepared by: Peter Persic, Public Relations & Marketing Director
Reviewed by: Kris Morita, Assistant General Manager
LIBRARY RESOLUTION NO. 2016-17 (C-13)

RESOLVED, That the Board of Library Commissioners award a contract to Hershey Cause Communication to develop a marketing plan for the Los Angeles Public Library; and

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

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

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:
AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
HERSHEY CAUSE COMMUNICATION, MARKETING CONSULTANT FOR MARKETING PLAN

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "City"), and Hershey Cause Communication (hereinafter "Hershey"). Library and Hershey maybe referred to herein individually as a Party and collectively as the Parties.

WHEREAS, the Los Angeles Public Library (hereinafter "Library") desires a comprehensive marketing plan to raise awareness of library services and increase library use ("Plan"), and;

WHEREAS, the Library requires the services of a public relations/marketing consultant to prepare a plan, and;

WHEREAS, the Board of Library Commissioners approved the issuance of a Request for Proposals (hereinafter "RFP") on September 24, 2015, for a Public Relations/Marketing Consultant to Develop a Marketing Plan for the Los Angeles Public Library, and;

WHEREAS, Hershey submitted a response to the RFP on December 18, 2015, said response is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, City desires to award a contract for Marketing Consultant to Hershey, and;

WHEREAS, funds are available to provide Hershey services from the Library’s Contractual Services Account:

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:
1. **DOCUMENTS**

Said Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

A. This Agreement;

B. The Request for Proposals for Marketing Plan Consultant (Exhibit A);

C. Hershey's response to the Request for Proposals for Marketing Plan Consultant (Exhibit B);

D. Standard Provisions for City Contracts (Rev. 3-09) (Exhibit C); and

E. Evidence of Insurance (Exhibit D).

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

2. **ORDER OF PRECEDENCE**

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

A. The Agreement except for Exhibits A and B identified in Section 1 of this Agreement.

B. The Request for Proposals for Marketing Plan Consultant (Exhibit A).

C. Hershey's response to the Request for Proposals for Marketing Plan Consultant (Exhibit B).

D. Standard Provisions for City Contracts, (Rev. 3-09) (Exhibit C).

E. Evidence of Insurance (Exhibit D).

3. **CONSULTANT’S RESPONSIBILITIES**

A. Hershey shall provide services to prepare a Marketing Plan for the Library.
B. Hershey shall perform its services consistent with the professional skill and care ordinarily provided by a consultant practicing in the same or similar circumstances.

C. Hershey shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Plan.

D. Hershey shall identify a representative authorized to act on behalf of Hershey with respect to the Plan.

E. Hershey shall not engage in any activity, or accept any employment interest or contribution that would reasonably appear to compromise Hershey's professional judgment with respect to the Plan.

F. Hershey shall provide a timeline for the Plan.

G. Hershey shall deliver to Library periodic updates, on a schedule to be determined by Hershey and the Library, on the status of the plan.

H. Hershey shall assume full responsibility for the designs and specifications for items described in the scope of work. The Library will have full access to the details of the methodology and Plan for purpose of scrutiny for satisfying themselves as to their correctness.

4. **LIBRARY'S RESPONSIBILITIES**

A. The Library shall provide information in a timely manner regarding requirements for and limitations on the Plan including a written program which shall set forth the Library's objectives, schedule, constraints and criteria.

B. The Library shall render decisions and approve Hershey's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Hershey's services.

C. The Library shall provide a prompt written notice to Hershey if the Library becomes aware of any fault or defect in the Plan, including errors, omissions or inconsistencies in Hershey's services.

5. **SCOPE OF WORK**

Hershey shall provide the following scope of work:

A. A marketing plan that will provide guidelines for developing, coordinating and maximizing the Library's marketing efforts, including:

   i. Building greater recognition of the Library through targeted marketing initiatives that promote major programs, services and strategic plan initiatives.
ii. Broadening external communications through the dissemination of strategic messages aimed at targeted internal and external audiences.

iii. Addressing the changing landscape of Los Angeles and charting a marketing direction that allows the library to successfully participate in this future environment.

iv. Recommending the organizational structure and resources necessary to effectively market the Library.

v. Highlighting opportunities and strategies to increase Library use, especially among Angelenos not currently using the Library.

B. The following steps will be taken to develop the Plan:

i. Communications Audit

Interviews will be conducted with key members of the management team and stakeholders to gain a better understanding of the organization and its development. A review will be conducted of the library strategic plan and any available documents, information and/or primary and secondary market research that may assist in the development of the plan. Current marketing, advertising, public relations and promotional efforts also will be reviewed.

ii. Initial Primary Research

Customer input is imperative to develop a marketing plan that will build a lasting and meaningful image. It will also provide guidance in how to best differentiate the Library from other libraries and competitors, and how to best communicate to target audiences.

iii. Plan Development

The Plan will include an image statement, the identification and prioritization of target audiences, key strategic messages, goals and objectives and specific strategies and activities. In addition, the Plan will include visual and brand identity recommendations as well as creative ideas for campaigns that support recommendations. The Plan will include but not be limited to the following elements:
a. **Phase 1: Where We Are**

Situational Analysis
- Background
- Environment
- Interviews
- Initial research
- Communications audit
- SWOT (strengths/weaknesses/opportunities/targets from a marketing perspective)

b. **Phase 2: Where We Want to Go**

Marketing Goals
- Marketing goals, strategies, tactics and benchmarks

Target Audiences
- Segmented by geography, ethnicity, potential market share and other meaningful groupings
- Strategic message points

c. **Phase 3: How to Get There**

Marketing Strategies
- Brand building
- Positioning
- User relationship building
- Promotions
- Distribution channels
- Community awareness
- Increase library usage and cardholders
- New products and services
- Guidelines for brand standardization

d. **Phase 4: Evaluation**

- Measurements and results analysis

6. **WORK SCHEDULE ADJUSTMENT**

Hershey shall adjust its hours to best meet the demands of the programs or special events within the Library Department.

7. **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions as required by the RFP shall be provided in accordance with Exhibit D (Evidence of Insurance) and Exhibit C (Standard Provisions for City Contracts (Rev. 3/09)) of this Agreement.
8. **TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years. The initial term shall begin upon date of execution.

9. **PAYMENT**

The total amount available for this Agreement shall not exceed $150,000 and is payable to Hershey as follows:

A. An amount not to exceed $99,550 for the Marketing Plan in accordance with the RFP (Exhibit A) and Response to the RFP (Exhibit B).

B. An amount not to exceed $9,955 for contingencies to the Marketing Plan. Contingencies shall be considered as requests by the Library or Hershey for changes, revisions, or updates to the Marketing Plan in accordance with the RFP (Exhibit A) and Response to the RFP (Exhibit B). All contingencies must be requested by the Library or by Hershey in writing, stating the need for such contingencies to complete the Marketing Plan, and must be approved in writing by the City Librarian or designee.

C. An amount not to exceed $40,495 for additional marketing services as requested by the Library to enhance the Marketing Plan or to provide for the initial implementation of the Marketing Plan. All requests for marketing services must be approved in writing by the City Librarian or designee.

D. Nothing in this Agreement shall obligate the City to payments beyond the amount in Section 9. A. in accordance with the RFP (Exhibit A) and Response to the RFP (Exhibit B).

The City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the City appropriates additional funds for this Agreement in subsequent years, the City payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. Hershey shall not provide any services, goods, or equipment, and the City shall not pay for any services, goods, or equipment provided, in excess of the funds appropriated by the City for this Agreement.

10. **BILLING AND INVOICES**

A. Hershey shall submit itemized invoices every two (2) weeks to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld. Payment shall be for personnel listed in Hershey's proposal submittal (Exhibit B), unless amended by both Parties in a written document. Receipts shall be provided for all expenses for which Hershey requests reimbursement.

B. To ensure that services provided under personal services contracts are measured against services as detailed in this Agreement, the Controller of
the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Hershey is required to submit invoices that conform to City Standards and include, at a minimum, the following information:

i. Name and address of Hershey.

ii. Name and address of City Department being billed.

iii. Date of invoice and period covered.

iv. Agreement number or authority number.

v. Description of completed task and amount due for task, including:
   a. Name of personnel working on task.
   b. Hours spent on task and time sheet supporting charges (if applicable).
   c. Rate per hour and total due.
   d. Signature of a duly authorized officer.
   e. All invoices shall be submitted on Hershey's letterhead, contain Hershey's official logo, or other unique and identifying information such as the name and address of Hershey. Evidence that tasks have been completed, in the form of a report or other material shall be attached to all invoices. Invoices shall be submitted to the City by Hershey within thirty (30) days of service or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City contract manager. If invoice is insufficient or unsatisfactory, the City contract manager shall inform Hershey of any defect within ten (10) business days of receipt of the invoice from Hershey, and Hershey shall have five (5) business days to provide a corrected invoice to the City. Invoices shall be paid by the City no later than sixty (60) days after receipt by the City.
   f. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Hershey. The City will not compensate Hershey for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
Failure to adhere to these policies may result in non-payment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approves demands before they are drawn on the Treasury.

11. **TERMINATION**

Notwithstanding the provisions of Section 8.0 hereof, either Party may terminate this Agreement on sixty (60) days written notice to the other Party. In the event of termination, Hershey shall be paid for work completed and approved under this Agreement through the effective date of termination.

12. **NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that Hershey preparing the Marketing Plan shall be the exclusive provider of such services at other branch libraries. The Library retains the right to engage the services of other organizations and/or individuals that provide public relations/marketing services during the term of this Agreement.

13. **OWNERSHIP**

A. Hershey acknowledges and agrees that all documents, publications, databases, videos, reports, analyses, studies, drawings, information, or data (hereinafter collectively referred to as “materials”), originated and prepared by Hershey pursuant to the terms of this Agreement, are “work made for hire” and shall become the property of the City for its use in any manner it deems appropriate. Hershey assigns any and all of its respective interests and rights in such property to the City.

B. All documents and records (hereinafter collectively referred to as “documents”) provided by the City to Hershey shall remain the property of the City and must be returned to the City upon termination of this Agreement or at the request of the City.

C. The provisions of this article survive termination of this Agreement.

14. **DISCLOSURE INFORMATION**

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

B. The provisions of this section survive termination of this Agreement.
15. **AMBIGUITY**

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being drafter of the Agreement.
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

BOARD OF LIBRARY COMMISSIONERS

By __________________________
BIC NGOC CAO
President

Date __________________________

HERSHEY CAUSE COMMUNICATION

By: __________________________
R. Christine Hershey
President

Date __________________________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By __________________________
Arletta Maria Brimsey
Deputy City Attorney

Date __________________________

ATTEST:

By __________________________
RAQUEL BORDEN
Executive Assistant

Date __________________________
1. **STAFF HIRING ISSUES IN RELATION TO THE ADMINISTRATIVE CLERK EXAM**

**COMMISSIONERS' OVERSIGHT RESPONSIBILITY**

- **Library Foundation of Los Angeles Board**
  - Gregory Bettinelli, Vice President
  - Mai Lassiter, Board Member

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

- **Board Policies & Procedures Committee**
  - Chair: Vacant
  - Member: Vacant