

AGENDA

Board Of Library Commissioners

City of Los Angeles

Thursday, July 28, 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

2. Approval of Minutes: Regular Minutes – June 9, 2016

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 the following gifts:

(EXHIBIT "A")

\$5,006.50 From the Friends of the Westwood Library to purchase Persian Language library materials for the Westwood Branch Library

\$1,500.00 From the Empowerment Congress Central Area Neighborhood Council for the learning garden at the John Muir Branch Library

- b. Recommendation to accept \$12,089.28 Grant from the Pacific Library Partnership for the Veterans Resource Centers at Van Nuys Branch and Mid-Valley Regional Branch Libraries (EXHIBIT "B")
- c. Recommendation to accept \$30,000 from Southern California Library Cooperative (SCLC) for the California Public Library Broadband Project (EXHIBIT "C")
- d. Recommendation to approve the selection of Legacy Media Lab to be awarded a contract for audiovisual consultant services (EXHIBIT "D")
- e. Recommendation to approve Request for Proposal (RFP) for Exhibitions Coordinator (EXHIBIT "E")

Oral Presentation

- f. Presentation: 90th Anniversary of Central Library

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, **AUGUST 11, 2016** AT THE **CENTRAL LIBRARY**, 630 WEST FIFTH STREET, LOS ANGELES, CA 90071, CONVENING AT **11:00 A.M**

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

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

LOS ANGELES PUBLIC LIBRARY
BOARD REPORT

July 28, 2016

TO: Board of Library Commissioners
FROM: John F. Szabo, City Librarian 
SUBJECT: **ACCEPTANCE OF GIFT FROM THE FRIENDS OF WESTWOOD LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That a gift of \$5,006.50 received from The Friends of Westwood Library, for the benefit of the Westwood Branch Library be accepted; and

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

FINDINGS:

1. The gift of \$5,006.60 is for the purchase of Persian language materials for the Westwood Branch Library.
2. A letter of thanks should be sent to:

Ms. Linda Blank, President
Friends of Westwood Library
1246 Glendon Avenue
Los Angeles, CA 90024

Prepared by: Erika Thibault, Western Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

July 28, 2016

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ACCEPTANCE OF GIFT FROM THE EMPOWERMENT CONGRESS
CENTRAL AREA NEIGHBORHOOD COUNCIL**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolutions:

RESOLVED, That a gift of \$1,500 received from the Empowerment Congress Central Area Neighborhood Council, for the benefit of the John Muir Branch Library be accepted; and

FURTHER RESOLVED, That this gift of \$1,500.00 be deposited to Trust Fund 831, Account Code 329 for the John Muir Branch Library.

FURTHER RESOLVED, That a letter of thanks be sent to the Empowerment Congress Central Area Neighborhood Council, expressing the grateful appreciation of the Board and staff for the generous gift.

FINDINGS:

1. This gift of \$1,500 will be used to conduct workshops, purchase supplies and replacement plants for the learning garden at the John Muir Branch Library. The garden is part of the Library's efforts in support of Mayor Garcetti's sustainability initiative that allows children a hands-on learning experience in planting, tending and harvesting fresh herbs and vegetables.
2. A letter of thanks should be sent to:

Ms. Gwendolyn Wood
Empowerment Congress Central Area Neighborhood Council
8475 S. Vermont Avenue
Los Angeles, CA 90044


Prepared by: Adam Mendelsohn, Central Southern Area Manager

Reviewed by: Cheryl Collins, Director of Branches

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

July 28, 2016

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **RECOMMENDED ACCEPTANCE OF \$12,089.28 FROM PACIFIC LIBRARY PARTNERSHIP FOR THE VETERANS RESOURCE CENTER AT VAN NUYS BRANCH LIBRARY AND MID-VALLEY REGIONAL BRANCH LIBRARY**

RECOMMENDATION:

That the Board of Library Commissioners adopts the following resolution:

RESOLVED, That the Board of Library Commissioners approve acceptance of funds from Pacific Library Partnership for \$12,089.28 for the Veterans Resource Center project at the Van Nuys Branch Library and the Mid-Valley Regional Branch Library; and

FURTHER RESOLVED, That the funds be deposited in Fund 831, Code 310.

FINDINGS:

1. Pacific Library Partnership (a consortium of four library systems in California) was awarded a LSTA grant to establish Veterans Resource Centers in 38 libraries throughout the state of California. The Los Angeles Public Library Van Nuys Branch Library and Mid-Valley Regional Branch Library were two of the sites selected as part of this grant. The sites, which opened on November 9, 2015 and December 1, 2015 respectively, were chosen based on a set of criteria developed by CALVET (California Department of Veterans Affairs) that included: number of veterans living in the locale, resources available in the area and unemployment in the area.
2. The Van Nuys Branch Library and Mid-Valley Regional Branch Library have already received as part of the grant, funds for training for staff and volunteers, programming toolkits and access to ongoing online training, as well as a collection of 60 books and videos.
3. The goal of the Veterans Resource Center is to increase the number of veterans and their families accessing benefits and services for which they are already eligible. To accomplish this goal, programming and events targeted to the veteran community have been scheduled at the 10 Veterans Resource Centers

we have throughout the city. The Veterans Resource Center is part of the Los Angeles Public Library's broader initiative to connect veterans with their benefits and provide resources and materials to veterans and their families on transitioning from military to civilian life, finding jobs, surviving change and dealing with post traumatic stress. The branches have recruited volunteers to supplement the outreach to the veteran community that is being done by branch staff.

4. The funds received represent the second of two reimbursements for funds to the Van Nuys Branch Library and the Mid-Valley Regional Branch Library expended by the library for staff time involved in the project.

Prepared by: Cheryl Collins, Director of Branch Library Services

Reviewed by: Kris Morita, Assistant General Manager

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

July 28, 2016

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian



SUBJECT: **ACCEPTANCE OF \$30,000 FOR THE CALIFORNIA PUBLIC LIBRARY
BROADBAND PROJECT**

A. RECOMMENDATION:

1. The Board of Library Commissioners accept the check in the amount of \$30,000 from Southern California Library Cooperative (SCLC) for the California Public Library Broadband Project.
2. Funds are to be deposited to the Library Trust Fund 419, Account 331.

FINDINGS:

1. On February 22, 2016, the California State Library announced that the Los Angeles Public Library (LAPL) will receive \$30,000 for participating in the California Public Library Broadband Project.
2. The California Public Library Broadband Project is funded by the State of California on behalf of the California State Library to provide high speed broadband fiber network for libraries in California.
3. The project will provide internet connection at 100 gigabits per second through the Corporation for Education Network Initiatives in California (CENIC), the highest at any public library in the nation.
4. The Southern California Library Cooperative (SCLC) is acting as the administrative and fiscal agent on behalf of California State Public Library for this project.
5. The funds will be deposited to LAPL Trust Fund 419, Account 331 and will be used to purchase equipment and consultant services for the project.


Prepared by: Susan Broman, Director of Emerging Technologies and Collections

Reviewed by: Kris Morita, Assistant General Manager

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

July 28, 2016

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **REQUEST TO APPROVE THE SELECTION OF LEGACY MEDIA LAB
AS THE AUDIOVISUAL CONSULTANT FOR THE LOS ANGELES
PUBLIC LIBRARY**

RECOMMENDATIONS:

1. That the Board of Library Commissioners award a contract, substantially in the form attached, to Legacy Media Lab to provide technical and professional services as a consultant to manage, direct, plan and coordinate the audiovisual, lighting and other technical services required by the Los Angeles Public Library.
2. Authorize the City Librarian and City Attorney to make technical changes as needed to the Agreement.
3. 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.
4. Authorize the President of the Board of Library Commissioners to execute the Agreement.
5. Adopt the attached Resolution regarding the Agreement between Los Angeles Public Library (LAPL) and Legacy Media Lab.

FINDINGS:

1. On April 14, 2016, the Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) for an Audiovisual Consultant for the Los Angeles Public Library. A mandatory, pre-proposal conference was held on May 2, 2016. The due date for responses to the RFP was June 8, 2016.
2. In the RFP and at the mandatory pre-proposal conference it was stressed that proposer must register on the Los Angeles Business Assistance Virtual Network (BAVN) at <http://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 BIP outreach be performed by each bidder/proposer.

3. The RFP was posted and advertised on the following sites: City's www.labavn.org, the Los Angeles Times newspaper, and the Variety newspaper.
4. The RFP was viewed by fifty two (52) and bookmarked by thirty six (36) vendors on the BAVN website, however, Legacy Media Lab was the only proposer to attend the mandatory pre-proposal conference, and to submit a proposal that satisfactorily met all the requirements of the RFP.
5. Legacy Media Lab's owner, Russell Pyle, has worked for the Los Angeles Public Library as audio video consultant for several years and has received many letters of commendation for his work.

Attachments

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

**BOARD OF LIBRARY
COMMISSIONERS**

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PRESIDENT

VACANT
VICE-PRESIDENT

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CALIFORNIA



ERIC GARCETTI
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**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

July 28, 2016

LIBRARY RESOLUTION NO. 2016-34 (C-29)

RESOLVED, That the Board of Library Commissioners award a contract to Legacy Media Lab to provide the technical and professional services as a consultant to manage, direct, plan and coordinate the audiovisual, lighting and other technical services required by the Los Angeles Public Library; and

FURTHER RESOLVED, That the Board of Library Commissioners determines, in accordance with Charter Section 1022, that it is more economical that these services be performed by an independent contractor than by City Employees; and

FURTHER RESOLVED, That the City Librarian and the City Attorney be authorized to make technical changes as needed 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 LOS ANGELES PUBLIC LIBRARY
AND
LEGACY MEDIA LAB
FOR AUDIOVISUAL SERVICES**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter "City" or "Library"), and Legacy Media Lab (hereinafter "Consultant"). Library and Consultant may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the Library seeks an agreement for professional audiovisual coordinator services at the Central Library and branch library facilities, and;

WHEREAS, the Library requires the services of a Consultant to provide professional services to meet the audiovisual needs of the Library, and;

WHEREAS, on April 14, 2016 the Board of Library Commissioners approved the issuance of a Request for Proposals (RFP) for Audiovisual Services, and;

WHEREAS, after Consultant submitted a response to the RFP on May 18, 2016, said response is attached hereto as Exhibit B and incorporated herein by reference as though fully set forth herein, and;

WHEREAS, the Consultant's audiovisual services are professional, expert and technical Consulting services to be used by the Library, and;

WHEREAS, the Board of Library Commissioners determines, in accordance with Charter Section 1022, that it is more economical that these services be performed by an independent contractor than City Employees; and,

WHEREAS, City desires to have Consultant, under contract to provide audiovisual services, and;

WHEREAS, funds are available to compensate Consultant for materials and services in accordance with this Agreement, and;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1.0 DOCUMENTS

This 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 Audiovisual Services issued on April 14, 2016 attached hereto and incorporated herein by reference as (Exhibit A);
- c. Consultant's response to the Request for Proposals for Audiovisual Services (Exhibit B);
- d. Standard Provisions for City Contracts (Rev. 03/09) attached hereto and incorporated herein by reference as (Exhibit C); and,
- e. Evidence of Insurance attached hereto and incorporated herein by reference as (Exhibit D).

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

2.0 ORDER OF PRECEDENCE

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 Audiovisual Services 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 1.0 of this Agreement.
- b. The Request for Proposals for Audiovisual Services (Exhibit A).
- c. Consultant's response to the Request for Audiovisual Services (Exhibit B).
- d. Standard Provisions for City Contracts Rev. 03/09 (Exhibit C).
- e. Evidence of Insurance (Exhibit D).

3.0 CONSULTANT'S RESPONSIBILITIES

3.1 SCOPE OF WORK

Under the supervision of the City Representative or his/her designee, the Consultant shall:

- a. Coordinate, direct and stage presentations including, but not limited to, recitations, plays, musicals, mime, puppet, chamber music and meetings. Plan, design, direct, produce and manage sound, light, computer, video, slides, films and set arrangement and may coordinate construction projects. Establish the optimal artistic production capabilities of each Library venue. Recommend the most practical, suitable and economically feasible equipment needed for various events and productions and develop reliable and economically feasible sources for renting supplementary or complementary equipment which may be required.
- b. Coordinate the use of appropriate freelance and/or other temporary personnel when and as needed to provide adequate stage support, and, schedule and train Library personnel on simple technical functions.
- c. Consult with Library staff requiring professional, expert or technical advice relative to all types of stage venue productions.
- d. Meet and interact with prospective corporate and governmental customers desiring to use Library facilities and equipment for meetings and events. Meet with artists to determine their production requirements.
- e. Consultant will develop written instructions for use of audiovisual equipment and procedures for use of equipment in all Library venues. Provide written reports as needed.
- f. Consultant will recommend scheme of work and equipment to improve the technical and audiovisual capabilities of library venues.

3.2. WORK SCHEDULE AND PAYMENT

- a. Consultant shall adjust his hours to best meet the demands of the programs or special events or productions within the Library Department, to assure the success of the presentations being made. If the Library desires the Consultant to work a specific event, Consultant is required to do so. If Consultant is not available to work an event, he must inform the Business Manager or his or her designee. In addition, Consultant shall set his schedule to coordinate with artists and Library staff requiring advice and assistance.

- b. Consultant shall submit to the City Representative a work schedule and will be available on call when necessary.
- c. It is agreed that Consultant may charge for work performed at \$70.00 per hour. The work week may fluctuate in the number of hours worked if there is no impact upon any productions or special events.
- d. Reasonable miscellaneous expenses, not to exceed \$10,000.00 per year, shall be permitted for parking, telephone calls, materials, and minor or emergency production supplies or equipment if required.
- e. Consultant shall submit invoices every two (2) weeks detailing costs, the productions or events worked on, and the time spent on each as well as reasonable expenses. Such invoice will be paid upon approval of the Business Manager or his/her designee.

4.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification requirements of this Agreement shall be as provided in the RFP (Exhibit B) of this Agreement. Proof of Insurance shall be as provided in Exhibit D of this Agreement, and as applicable and required by the Standard Provisions for City Contracts (Rev. 03/09) (Exhibit C).

5.0 LIBRARY'S PERFORMANCE

The Library will request Audiovisual services as needed in accordance with this Agreement. There is no minimum amount of materials or services guaranteed in this Agreement.

The Library will provide Consultant with an office, telephone, computer and supplies for the performance of the services to be provided under this Agreement.

6.0 TERM OF AGREEMENT

The term of this Agreement shall be for two (2) years and an option for one (1) additional year. The term shall begin upon date of execution of this Agreement.

7.0 PAYMENT

The amount payable to Consultant for materials and services during the term of this Agreement shall be as proposed in the Consultant's response to the Request for Proposal (Exhibit B) and as outlined in section 3 above.

The Library's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for this Agreement. If the Library appropriates additional funds for this Agreement, the Library's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement. No amount of work or payment is guaranteed.

8.0 BILLING AND INVOICES

- a. Consultant shall submit itemized invoices 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 services as detailed in Consultant's response to the Request for Proposals for Audiovisual Services (Exhibit B).
- 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. Consultant is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
 - i. Name and Address of Consultant.
 - ii. Name and Address of City Department being billed (Library Department).
 - iii. Date of invoice and period covered.
 - iv. Agreement Number or Authority Number.
 - v. Description of completed task(s) and amount due for task(s), including:
 - a) Name of personnel working on task.
 - b) Hours spent on tasks and time sheet supporting charges (if applicable).
 - c) Rate per hour and total amount due.
 - d) Signature of duly authorized officer.
 - e) All invoices shall be submitted on Consultant's letterhead, contain Consultant's official logo, or other unique and identifying information such as the name and address of Consultant. 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 Consultant within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as

satisfactory by the City Representative. If invoice is insufficient or unsatisfactory, the City Representative shall inform Consultant of any defect within ten (10) business days of receipt of the invoice from Consultant, and Consultant 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 Consultant. The City will not compensate Consultant 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.

- g) Invoices shall be submitted to:

Los Angeles Public Library
Attention: Business Office
630 W. 5th Street
Los Angeles, CA 90071

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

9.0 TERMINATION

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

10.0 NON-EXCLUSIVE AGREEMENT

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

11.0 OWNERSHIP

- a. All documents and records (hereinafter collectively referred to as "documents" provided by the City to Consultant shall remain the property of the City and must be returned to the City upon termination of this Agreement or at the request of the City.
- b. The provisions of this article survive termination of this Agreement.

12.0 DISCLOSURE INFORMATION

- a. All documents and information provided to Consultant by the City are confidential. All materials are to be considered confidential. Consultant 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. Consultant shall immediately notify City Representative of any attempt by a third party to obtain access to documents or materials.
- b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

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

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and Legacy Media Lab shall notify, in writing, the other Party of any changes in the following information within five (5) business days of such change.

- a. Contractor's Representative:

Name: Russell Pyle
Title: Owner
Party: Legacy Media Lab
Address: 2640 Kennington Dr.
Glendale, CA 91206
Telephone: 818-547-4288

b. City's Representative:

Name: Kris Morita
Title: Assistant City Librarian
Party: City of Los Angeles, Los Angeles Public Library
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7515
Fax: (213) 228-7519
Email: kmorita@lapl.org

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

Name: Kris Morita
Title: Assistant City Librarian
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7515
Fax: (213) 228-7519
Email: kmorita@lapl.org

Formal notices to Consultant, demands and communications shall be provided to the Consultant's Representative with copies to the Consultant's Project Manager:

Name: Russell Pyle, Legacy Media Lab
Address: 2640 Kennington Dr.
Glendale, CA 91206
Telephone: 818-547-4288

Formal notices, demands and communications required hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated five (5) business days after mailing.

[Signature Page Follows]

CONTRACT/AGREEMENT NO. _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By _____
BICH NGOC CAO
President
Board of Library Commissioners

By _____
RUSSELL PYLE
Owner
Legacy Media Lab

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

Date _____

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "E"

July 28, 2016

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **REQUEST FOR PROPOSALS FOR EXHIBITION COORDINATOR
SERVICES FOR THE LOS ANGELES PUBLIC LIBRARY**

RECOMMENDATIONS:

1. That the Request for Proposals (RFP) for Exhibition Coordinator Services 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 the Board of Library Commissioners adopt the attached Resolution regarding the release of the RFP, Charter Section 1022 finding, and proposal submittal.

FINDINGS:

1. The Library requires the professional and technical services of a consultant to manage, coordinate, and plan exhibitions at the Central Library Getty Gallery, First Floor Gallery, the Annenberg Gallery and other library facilities.
2. The types of services the Exhibition Coordinator will be expected to perform will include but are not limited to the following: Project management duties; coordinate and organize exhibitions and public programs; provide or coordinate art handling and collection management; act as registrar in setting up and maintaining condition reports for artwork and artifacts; arrange for necessary restoration of artworks; and other related duties
3. The term of the proposed agreement will be for one (1) year with two (2) one (1) one-year renewable options to be exercised by the City Librarian or designee.
4. Proposals will be due no later than 1:00 p.m. on Wednesday, October 18, 2016, in the office of the Board of Library Commissioners.
5. Funds are available for the proposed contract in the Library's Contractual Services Account.
6. The RFP has been forwarded to the City Attorney's Office for review and approval as to form.

Prepared by: Robert Morales, Senior Management Analyst II

**BOARD OF LIBRARY
COMMISSIONERS**

BICH NGOC CAO
PRESIDENT

VACANT
VICE-PRESIDENT

MAI LASSITER
JOSEFA SALINAS
RITA WALTERS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

RICHARD J. RIORDAN
CENTRAL LIBRARY
630 WEST FIFTH STREET
LOS ANGELES, CA 90071

(213) 228-7515 Phone
(213) 228-7096 TDD
(877) 488-4327 TDD
(TOLL FREE NO.)

JOHN F. SZABO
CITY LIBRARIAN

July 28, 2016

LIBRARY RESOLUTION NO. 2016-35 (C-30)

RESOLVED, That the Request for Proposals (RFP) for Exhibition Coordinator Services be approved, advertised and distributed to potential proposers; and,

FURTHER RESOLVED, That the Board of Library Commissioners determine, in accordance with Charter Section 1022, that it is more economical that the services be performed by an independent contractor than by City Employees

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY**

**REQUEST FOR PROPOSAL
RFP NO. 44-013**

FOR

EXHIBITION COORDINATOR SERVICES

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
REQUEST FOR PROPOSALS
EXHIBITION COORDINATOR SERVICES**

DATE RFP Issued: July 28, 2016

Title: RFP No. 44-013
Exhibition Coordinator Services

Description: The Los Angeles Public Library (LAPL) is seeking a qualified consultant to provide professional exhibit coordinator services at the Central Library and the branch library facilities on an as-needed basis.

Eligibility to Apply: A minimum of three (3) years paid experience in exhibit coordination, curating and/or organizing exhibits is required.

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.**

Initial Term: One (1) year with two (2) one (1) year renewal options at the sole discretion of the City Librarian.

Key Dates and Submission:

Proposal Due: **October 18, 2016 at 1:00 pm**

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: **August 23, 2016 at 10:00 a.m.**
Central Library Board Room
630 W. Fifth Street, Los Angeles, CA 90071
(RSVP to Robert Morales:
rmorales@lapl.org)

Contract Administrator: Robert Morales
Telephone: (213) 228-7462
Email: rmorales@lapl.org

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A. INTRODUCTION

The Los Angeles Public Library (LAPL) is issuing this Request for Proposals (RFP) to select a qualified individual or company to provide professional exhibit coordinator services for the Central Library and branch library facilities on an as-needed basis.

The libraries are vibrant community centers with programs that turn young children into life-long readers, inspire teens to set career goals, and help adults enrich their lives. In 2015, 14.5 million people visited the library, participated in nearly 2,000 programs, and borrowed 15 million items from the collection of print, downloadable books, music, films and other items. Website visits totaled 22 million.

Through its Central Library and 72 branch libraries and website (www.lapl.org), LAPL provides free and easy access to information, ideas, books and technology that enrich, empower and connect everyone in our City's diverse communities.

The Central Library is located at 630 W. Fifth Street, Los Angeles, CA 90071 and contains three (3) galleries that host various exhibits throughout the year.

The Getty Gallery is the largest at 3,200 square feet of the three galleries. It is comprised of 375 linear feet of wall space in a spacious high-ceilinged setting.

The Annenberg Gallery exhibition space shows materials collected by LAPL since its founding in 1872. The installation features in the Annenberg are static and the size and rotational presentation of the art must remain constant.

The First Floor Galleries total 100 linear feet of wall space and are nine feet in total height. They are comprised of two (2) identically sized areas located on either side of the hallway connecting the first floor of the building with the Tom Bradley wing.

In-House – Display Case – Online Exhibits

These exhibits vary in size and topics to target a particular interest of a large audience. These exhibits may also be at any of the 72 branch libraries located throughout the City of Los Angeles.

Exhibition Program Overview

Exhibitions at the Central Library and branch libraries are a direct means of reinforcing the primary mission statement of the Los Angeles Public Library, namely to promote and reinforce the educational and cultural mission of the Library. Exhibitions help to more firmly establish the Library as a cultural center in the community.

The City Librarian enters into agreements with entities that provide exhibitions for the gallery spaces at the Center Library and at the 72 branch libraries. The Exhibition Coordinator will be involved in all aspects of the administration to ensure successful exhibitions. Exhibitions are curated before presentation to library staff for selection.

B. SCOPE OF WORK

The selected Exhibition Coordinator will be expected to perform the following duties:

1. Project Management

- a. Primary liaison and facilitator between the Library staff, the exhibition organizer and public programs.
- b. Identify and solicit potential exhibitions in accordance with established organizational and marketing goals.
- c. Schedule, plan, manage and organize exhibitions.
- d. Review and offer professional advice regarding exhibition proposals submitted to the Library.
- e. Compile exhibition budgets in conjunction with staff.
- f. Organize and/or coordinate all aspects of the exhibit including vendor contact, staff requests, security and sign requests.
- g. Review and assist Library staff in the maintenance and updating of the master calendar for exhibits.

2. Curate or co-curate exhibitions from the Library's Collections

Coordinate with Library staff for all exhibits involving the Library's collections.

3. Exhibition Component Fabrication, Production and Installation

- a. Coordinate all production processes for exhibition spaces.
- b. Work with vendors and the City of Los Angeles' General Services Department to fabricate exhibition systems and hardware for the galleries.
- c. Coordinate any environment controls such as lighting and temperature with building management personnel.
- d. Secure, arrange, install and maintain temporary and permanent galleries.
- e. Update existing exhibits and galleries as requested by Library.
- f. Provide services related to preparation, design, framing and hanging of exhibitions, including supervision of the preparatory staff.

4. Art Handling and Collection Management

- a. Provide expert art handling and collection management.
- b. Act as registrar in setting up and maintaining condition reports for all artwork and artifacts on receipt and dispersal.
- c. Work with Library staff and General Services Department for art storage, climate control and light levels.
- d. Implement and maintain collection/exhibit object records.
- e. Package and transport art work and/or contracting with appropriate vendors to perform these services.
- f. Arrange for insuring and transporting objects and exhibitions.
- g. Arrange for necessary restoration of works.
- h. Contact collectors and professional groups to obtain use of art work for exhibitions.

5. Enhancement of Exhibition Visibility

- a. Work with Public Relations staff to increase public awareness of exhibitions.
- b. Work with Public Relations and the Library Foundation on collateral materials.
- c. Develop public programming in collaboration with Library staff around exhibitions for different age levels.
- d. Develop guided tours of exhibitions.

6. Special Projects

- a. Create and coordinate a docent training program.
- b. Create a docent manual for Getty Gallery.
- c. Prepare an orientation manual for Central Library docents with special inserts for exhibitions.

7. Additional Duties

The Exhibition Coordinator will ensure that a complete proposal from other venues include: an item list with insurance values; an adequate amount of visuals for staff to obtain an understanding of the exhibit; meaningful text and captions; any necessary environmental control; rental and shipping costs; funding and sponsorship opportunities; and, handling, packing, shipping, insurance and applicable security requirements.

8. Work Schedule

The selected Exhibit Coordinator will work the hours that meet the demands of the exhibition(s). It is expected that an average of between 20 to 50 hours per week will be required for performance of services under the prospective agreement. However, there is no guarantee of the number of hours that will be required. Flexibility with time is a must for the successful proposer. The exact days and hours of the Coordinator's work schedule will depend on the schedule of exhibitions at the Library facilities that require the Coordinator's services.

9. Work Site

The selected Exhibit Coordinator will be provided work space on an as-needed basis in the Central Library facility at 630 W. Fifth Street, Los Angeles, CA, 90071, to perform the requested duties and ensure successful exhibitions.

C. PROPOSAL RESPONSE

Individuals or firms interested in providing the services described in the Introduction and Scope of Work sections of this RFP are requested to submit the following:

1. Executive Summary

Each proposal should be accompanied by an executive summary not exceeding three (3) pages which summarizes key points of the proposal and which is signed by an officer of the firm who is responsible for committing the firm's resources or by the individual consultant.

2. Qualifications

A minimum of three (3) years paid experience in exhibit coordination, curating and/or organizing exhibits is required. Provide a resume of exhibits, locations and dates, along with a detailed explanation of the work involved for the three (3) years of qualifying experience. This shall include the consultant's statement of qualifications, experience and any additional information to demonstrate proficiency in the following areas of expertise:

- Knowledge of the proper handling, security and collection management of rare and/or expensive artwork;
- Experience in the production, fabrication and installation of exhibits;
- Experience in project management including deadlines, budget and logistics in exhibit coordination;
- Relevant education; and,
- Contacts within the community to obtain ideas and potential exhibits to curate for LAPL.

3. Proposed Fees and Expenses

Proposed fees and expenses to meet the requirements in the Scope of Work; and be stated hourly, project based, or a combination thereof.

4. References

Provide references with the name, contact information, dates of work performed and scope of work performed for all qualifying experience.

D. MANDATORY CITY SUBMITTAL REQUIREMENTS AND COMPLIANCE DOCUMENTS

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 (Exhibit E.1). No other form will be accepted.

2. 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 Exhibit 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 Exhibit E.3 and Pledge of Compliance to the Ordinance, Exhibit E.4. Failure to return the completed questionnaire may result in a proposer being deemed non-responsive.

3. 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.

4. 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" (Exhibit E.5) and "Service Contractor Worker Retention Ordinance" (Exhibit 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 (Exhibit E.8) and the Subcontractor Declaration of Compliance to Living Wage (Exhibit E.7). The LWO Employee Information Form (Exhibit E.6) will be required of the successful proposer prior to execution of the contract.

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, Exhibit E.9), the Non-Profit/One Person Contractor Certification of Exemption Form (Form OCC-LW13, Exhibit E.9a), or the Small Business Exemption Application (Form OCC/LW-26A, Exhibit E.9b), and the SCWRO Application for Non Coverage or Exemption (Form OCC/SCWRO-1, Exhibit E.11).

As of July 1, 2016, Contractor Employers shall pay employees a wage of no less than \$11.27 per hour with health benefits of \$4.91 per hour or \$16.18 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).

5. 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 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. 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>.

7. Child Support Obligations Compliance Form

The City of Los Angeles has adopted an ordinance, see Exhibit 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 Exhibit 12a.

8. 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 Exhibit 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.

9. 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 Exhibit E.14.

10. 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, Exhibit E.15 and Form 55, Exhibit E.16 and Form 56, Exhibit E.16a.

11. 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.

12. 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 Exhibit 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.

13. 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 Exhibit 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 Exhibit 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 Exhibit 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.

14. 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.

15. 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 Exhibit E.19).

16. 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 Exhibit E.20.

17. 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>.

E. EVALUATION AND SELECTION PROCESS

A selection committee comprised of LAPL and other appropriate personnel will evaluate each proposal and the following criteria will be used in evaluating proposals and selecting the successful proposer.

Evaluation Criteria	Max Points Possible
Qualifications (best response meeting the needs of the Library in response to the Scope of Work)	40
Proposed Fees	40
References	20
Maximum Points - Total	100

Based upon these evaluations, if needed, the selection committee shall select 1-3 firms/individual which, in its judgment, are the most qualified. These firms/individuals selected as most qualified shall constitute the short-list of selected proposers to be interviewed by the committee should presentations be necessary.

Interviews

The committee shall send written notice of the date and location for interviews to the selected proposers. During the interviews, the committee will evaluate the proposers on the following criteria:

- a. Past performance;
- b. Capabilities of firm/individuals to do the work;
- c. Demonstrated ability to meet time and budget requirements;
- d. Creativity and insight related to the duties; and,
- e. Related experience.

F. PROPOSAL SUBMISSION 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 **August 23, 2016 at 10:00 a.m.** at the LAPL's Central Library, 630 W. Fifth St., Los Angeles, CA 90071.

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 (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 telephone 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. 5th Street
Los Angeles, CA 90071

A proposal must be received at the address given above on or before 1:00 p.m. on October 11, 2016. A proposal received after 1:00 p.m. on October 11, 2016 will not be accepted and shall be returned to the proposer unopened.

The formal announcement 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>.

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 submitted 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 proposer or one legal entity. The proposal must identify the responsible entity.

3.5 Relevant Experience

The applicable experience of the proposer should be described in detail, including projects of a similar nature. Photographs of finished projects with explanations of relevant experience will be accepted.

3.6 References

Proposer must include five business references: For each reference, please list the name, his/her position, organization, address, phone number and email address. For each reference describe the nature of the project and the timeline to complete the project.

3.7 Fee Schedule and Expenses

Provide the hourly rate, project based rate, or combination you will charge for services.

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, office supplies, and operating expenses).

4. General Conditions

4.1 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 5.3.1 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.

4.2 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.

4.3 RFP Revisions

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

4.4 Transfers, Joint Ventures and Use of Subcontractors

Proposer shall not, without written consent of LAPL 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 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 Cost of RFP

The City is not responsible for any costs incurred by proposer while submitting proposals.

4.10 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.

4.11 Proposers Contact for Information

For answers to questions relating to the content of this RFP, the proposers shall submit requests in writing to:

Robert Morales
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071
E-mail: rmorales@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 City Contracts (Rev. 3/09) (Exhibit A).

6. Sample Contract for Exhibition Coordinator Services

A sample contract for Exhibition Coordinator Services is provided as Exhibit B of this RFP. The sample contract is intended to be used to assist proposers in developing a response to this RFP. The final contract may contain items which may be statutory or negotiable.

G. 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.

Section	FORM/DOCUMENT DESCRIPTION		INITIAL
RFP C.1	*Executive Summary	<input type="checkbox"/>	
RFP C.2	*Qualifications	<input type="checkbox"/>	
RFP C.3	*Proposed Fee and Expenses	<input type="checkbox"/>	
RFP C.4	*References	<input type="checkbox"/>	
Exhibit E.1	*Declaration of Non-Collusion	<input type="checkbox"/>	
Exhibit E.2	*Contractor Responsibility Ordinance (CRO)	<input type="checkbox"/>	
Exhibit E.3	*CRO Questionnaire	<input type="checkbox"/>	
Exhibit E.4	*CRO, Pledge of Compliance	<input type="checkbox"/>	
Exhibit E.5	*Living Wage Ordinance (LWO) and Amendments	<input type="checkbox"/>	
Exhibit E.6	*LWO Employee Information Form	<input type="checkbox"/>	
Exhibit E.7	*LWO Subcontractor Declaration of Compliance	<input type="checkbox"/>	
Exhibit E.8	*LWO Subcontractor Information Form	<input type="checkbox"/>	
Exhibit E.9	*LWO Non-Coverage Exemption Application Form (if applicable)	<input type="checkbox"/>	
Exhibit E.9a	*LWO Non-Profit/One Person Exemption Form (if applicable only)	<input type="checkbox"/>	
Exhibit E.9b	*LWO Small Business Exemption Form (if applicable only, English)	<input type="checkbox"/>	
Exhibit E.9c	*LWO Small Business Exemption Form (if applicable only, Spanish)	<input type="checkbox"/>	
Exhibit E.10	*Service Contractor Worker Retention Ordinance (SCWRO) and Amendments	<input type="checkbox"/>	
Exhibit E.11	*SCWRO Application for Non-Coverage or Exemption Form OCC/SCWRO-1 (if applicable only)	<input type="checkbox"/>	
Exhibit E.12 and E.12a	Child Support Assignment Ordinance *Child Support Certification of Compliance	<input type="checkbox"/>	
Exhibit E.13	*City of Los Angeles Contract History	<input type="checkbox"/>	

Exhibit E.14	*City of Los Angeles Residence Information	<input type="checkbox"/>	
Exhibit E.15	* Bidder Certification CEC Form 50 (Rev 2/14)	<input type="checkbox"/>	
Exhibit E.16	* Bidder Certification CED Form 55 (Rev 10/13)	<input type="checkbox"/>	
Exhibit E.16a	* Prohibited Contributors CEC Form 56	<input type="checkbox"/>	
Exhibit E.17	Insurance Requirements	<input type="checkbox"/>	
Exhibit E.18	* Business Inclusion Program (BIP) Outreach Process	<input type="checkbox"/>	
Exhibit E.19	* Local Business Preference Program	<input type="checkbox"/>	
Exhibit E.20	* Iran Contracting Act of 2010 Affidavit	<input type="checkbox"/>	
RFP D.11	* Business Tax Registration Certificate	<input type="checkbox"/>	
RFP D.3	^ Equal Benefits Ordinance	<input type="checkbox"/>	
RFP D.5	^ Non-Discrimination/Equal Employment/ Affirmative Action Plan	<input type="checkbox"/>	
RFP D.6	^ Slavery Disclosure Ordinance	<input type="checkbox"/>	
RFP D.17 Exhibit E.21 Exhibit E.21a	^ First Source Hiring	<input type="checkbox"/>	
Exhibit A	*Standard Provisions of City Contracts (Rev. 3/09)	<input type="checkbox"/>	

KEY:

- * Completed and submit with proposal in response to the RFP.**
- # 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.**

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY**

**EXHIBITION COORDINATOR SERVICES
REQUEST FOR PROPOSALS**

EXHIBIT B

SAMPLE CONTRACT

1.0 **DOCUMENTS**

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

- a. This Agreement.
- b. The Request for Proposal for Exhibition Coordinator Services issued on *July 28, 2016*, is attached hereto and incorporated herein by reference hereinafter as (Exhibit A).
- c. Vendor's response to the Request for Proposal for Exhibition Coordinator Services and the completed attachments thereto as submitted in response to the Request for Proposal issued by the Library (Exhibit B).
- d. Standard Provisions for City Contracts (Rev. 03/09) is attached hereto and incorporated herein by reference hereinafter as (Exhibit C).
- e. Evidence of Insurance is attached hereto and incorporated herein by reference hereinafter as (Exhibit D).

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

2.0 **ORDER OF PRECEDENCE**

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 Exhibition Coordinator Services for the Los Angeles Public Library shall be resolved by considering the documents according to the following order of precedence:

- a. The Agreement.
- b. The Request for Proposal for Exhibition Coordinator Services issued on *July 28, 2016* (Exhibit A).
- c. Vendor's response to the Request for Proposal for Exhibition Coordinator Services (Exhibit B).
- d. Standard Provisions for City Contracts (Rev. 03/09) (Exhibit C).
- e. Evidence of Insurance (Exhibit D).

8.0 **BILLING AND INVOICES**

- A. Vendor shall submit itemized invoices 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 services as detailed in Vendor's response to the Request for Proposals for Exhibition Coordinator Services (Exhibit B).
- 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. Vendor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
- i. Name and Address of Vendor.
 - ii. Name and Address of City Department being billed (Library Department).
 - iii. Date of invoice and period covered.
 - iv. Agreement Number or Authority Number.
 - v. Description of completed task(s) and amount due for task(s), including:
 - a. Name of personnel working on task.
 - b. Hours spent on tasks and time sheet supporting charges (if applicable).
 - c. Rate per hour and total amount due.
 - d. Signature of duly authorized officer.
 - e. All invoices shall be submitted on Vendor's letterhead, contain Vendor's official logo, or other unique and identifying information such as the name and address of Vendor. 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 Vendor within thirty (30) days of service or monthly. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Project Manager listed in Section 14. If invoice is insufficient or unsatisfactory, the City contract manager shall inform Vendor of any defect within ten (10) business days of receipt of the invoice from Vendor, and Vendor 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.

12.0 DISCLOSURE INFORMATION

- a. All documents and information provided to Vendor by the City are confidential. All materials are to be considered confidential. Vendor agrees not to provide documents or materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Vendor shall immediately notify City Representative identified in Section 14 below of any attempt by a third party to obtain access to documents or materials.
- b. The provisions of this section survive termination of this Agreement.

13.0 AMBIGUITY

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

14.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and *NAME OF ORGANIZATION* shall notify, in writing, the other Party of any changes in the following information within thirty (30) days of such change.

A. *VENDOR'S REPRESENTATIVE*

Name:
Title:
Party:
Address:

Telephone:
Fax:
Email:

B. *CITY'S REPRESENTATIVE*

Name: Madeleine M. Rackley
Title: Library Business Manager
Party: City of Los Angeles, Los Angeles Public Library
Address: 630 W. 5th Street
Los Angeles, CA 90071

Telephone: (213) 228-7465
Fax: (213) 228-7449
Email: mrackley@lapl.org

CONTRACT/AGREEMENT NO. _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

By _____
BICH NGOC CAO
President
Board of Library Commissioners

By _____
VENDOR NAME
VENDOR TITLE
VENDOR COMPANY

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

By _____
ARLETTA MARIA BRIMSEY
Deputy City Attorney

By _____
RAQUEL BORDEN
Executive Assistant

Date _____

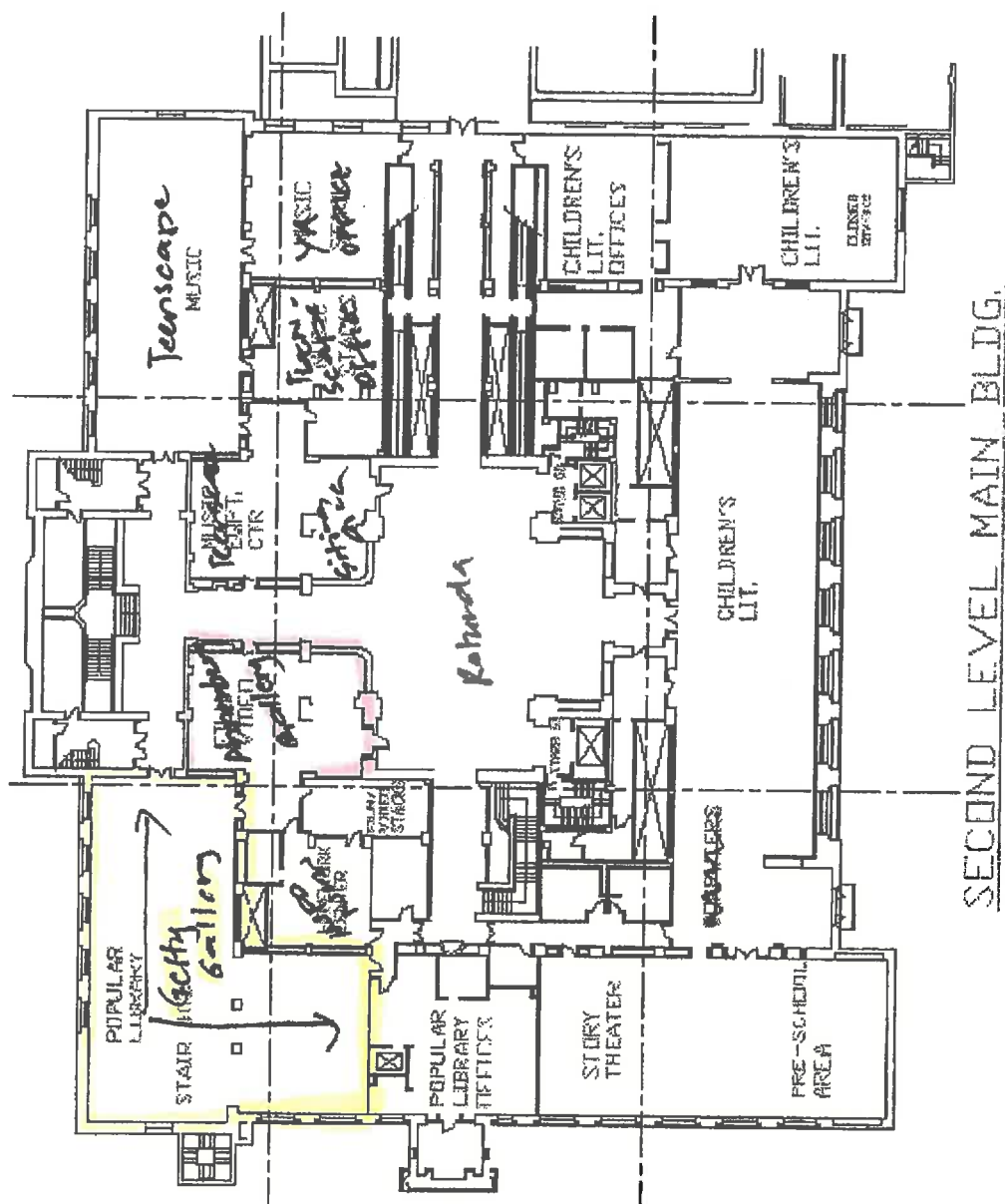
Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____



**MATTERS PENDING
BOARD OF LIBRARY COMMISSIONERS**

July 28, 2016

SUBJECT

**SCHEDULED FOR
BOARD MEETING**

There are no pending items.

COMMISSIONERS' OVERSIGHT RESPONSIBILITY

Library Foundation of Los Angeles Board

Mai Lassiter, Board Member

Vacant, Board Member

Media Marketing Ad Hoc Committee

Bich Ngoc Cao, President

Mai Lassiter, Board Member

Board Policies & Procedures Committee

Chair: Vacant

Member: Vacant