

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

March 14, 2024

TO: Board of Library Commissioners  
FROM: John F. Szabo, City Librarian  
SUBJECT: **AWARD OF CONTRACT FOR THE DEVELOPMENT OF A NEW  
LIBRARY WEBSITE**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners ("Board"):

1. Award a contract, substantially in the form on file, to Aten Design Group, Inc. for the Development of a New Library Website.
2. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the contract.
3. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
4. Adopt the attached Resolution regarding the award and execution of the contract between the Library and Aten Design Group, Inc. for the development of a new library website.

**B. STATEMENT OF FACTS:**

1. On April 27, 2023, the Board approved the release of a Request for Proposals (RFP) to find a qualified and experienced entity to provide services for the Development of a New Library Website. (Library Resolution No. 2023-15).
2. On April 27, 2023, the Board also found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees.
3. The RFP was released on April 28, 2023, with a proposal due date of June 14, 2023. A recommended pre-proposal conference was held on May 24, 2023. The pre-proposal conference was attended by 71 people who represented 48 organizations.

4. Addendum No. 1 to the RFP was released on June 7, 2023. It amended the due date to June 28, 2023.
5. On June 28, 2023, the Library received 31 proposals. Library staff reviewed the proposals and found 26 to be responsive to the RFP submittal requirements. A panel of Library employees reviewed and evaluated the proposals based on the criteria set forth in the RFP. The top five proposers were interviewed in February 2024 and the evaluation panel determined that Aten Design Group, Inc. best fit the needs of the Library.
6. Staff recommends that the Board award a contract to Aten Design Group, Inc. The term of the proposed contract will be for two years with a one-year option to renew in an amount not-to-exceed \$498,100 for the term of the contract.
7. Funds are available in Contractual Services Account 3040 to compensate Aten Design Group, Inc. for services in accordance with the proposed contract.
8. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing.

#### Attachments

Project Manager: Jené Brown, Director of Emerging Technologies & Collections

Prepared by: Erica Thomsen, Management Aide

Reviewed by: Madeleine Rackley, Business Manager  
Susan Broman, Assistant City Librarian

#### RESOLUTION

#### **LIBRARY RESOLUTION NO. 2024-\_\_ (C-\_\_)**

**WHEREAS**, on April 27, 2023, the Board of Library Commissioners (Board) approved the release of a Request for Proposals (RFP) to find a qualified and experienced entity to provide services for the development of a new library website. (Library Resolution No. 2023-15).

**WHEREAS**, on April 27, 2023, the Board found, in accordance with Charter Sections 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by an independent contractor than by City employees;

**WHEREAS**, the RFP was released on April 28, 2023, and a highly recommended pre-proposal conference was held on May 24, 2023; and, on June 28, 2023, the Library received 31 proposals for this project;

**WHEREAS**, an evaluation panel of Library employees evaluated the proposals based on the criteria set forth in the RFP and determined Aten Design Group, Inc. as best meeting the needs as described in the Scope of Work;

**WHEREAS**, funds are available to compensate Aten Design Group, Inc. for services in accordance with the Agreement.

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the contract with Aten Design Group, Inc. to provide services for the development of a new library website;

**FURTHER RESOLVED**, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the contract; and

**FURTHER RESOLVED**, that the Board authorizes the Board President and the Board Secretary to execute the contract upon the completion of all required approvals.

This is a true copy:

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Raquel M. Borden  
Secretary to the Board

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:

**CONTRACT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
ATEN DESIGN GROUP, INC.  
FOR  
THE DEVELOPMENT OF A NEW LIBRARY WEBSITE**

**This Contract** is entered into by and between the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board), and Aten Design Group, Inc. (hereinafter "Contractor"). The City and the

Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, the Los Angeles Public Library, also known as the Library Department (Library), requires the services of experienced and qualified entities to provide services for the development of a new library website;

**WHEREAS**, on April 27, 2023, the Board approved the release of a Request for Proposals for the Development of a New Library Website (Library Resolution No. 2023-15);

**WHEREAS**, on April 28, 2023, the RFP was released, and a recommended Pre-Proposal Conference was held on May 24, 2023. On June 28, 2023, the Library received 31 proposals for the development of a new library website;

**WHEREAS**, the Library staff reviewed the proposals and found 26 to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and determined that the proposal submitted by the Contractor best met the needs of the Library; and

**WHEREAS**, on March 14, 2024, the Board approved the award of a Contract with the Contractor for the development of a new library website.

**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 Contract shall be composed of the following documents:

- 1.1 The Contract.
- 1.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 1.3 City Of Los Angeles Controller's Travel Policies (Exhibit B).

## **2.0 ORDER OF PRECEDENCE**

This Contract contains the full and complete Contract 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 Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 City of Los Angeles Controller's Travel Policies (Exhibit B).

### **3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

### **4.0 TERM OF CONTRACT**

The term of this Contract shall be for two years with an option to extend it one additional year at the discretion of the City Librarian, or designee, and shall begin upon the date of execution.

### **5.0 SCOPE OF WORK**

Contractor shall lead the design and implementation of the Library Website Development Project (Project), but not limited to the activities, projects and assignments as described below:

- 5.1** Contractor shall conduct collaborative research and exploration to refine the requirements for the Project. Contractor shall document challenges, opportunities and gaps in understanding around key website needs.
- 5.2** Contractor shall conduct meetings to validate and refine organizational goals for the Project. Meetings should include key groups such as patrons, potential patrons, community members, and internal stakeholders across the Library.
- 5.3** Contractor shall design and distribute questionnaires to gather baseline guidance on user needs, internal goals, and opportunities for improvements on the website.
- 5.4** Contractor shall review website analytics and audit existing content to develop a plan for updating, consolidating, eliminating, and producing content for the website.
- 5.5** Contractor shall conduct user, audience, and design workshops designed to refine the needs and challenges of and explore directions for the new website.
- 5.6** Contractor shall develop the website using the Drupal Content Management System (CMS) and development framework.
- 5.7** Contractor shall present a Discovery Report documenting findings and takeaways from the various engagements and stakeholder feedback. The Discovery Report shall clarify the direction for the project and describe how the site will need to be designed to best meet user and organizational needs.
- 5.8** Contractor shall deliver gray-box wireframes suggesting content hierarchy and layout for high value individual pages, landing pages, important

sections, and general age archetypes across the new website. The wireframes will be delivered as Figma files or PDFs.

- 5.9 Contractor shall deliver a Content Model that documents each individual content type, fields and data types that will define that content, and what will need to be designed and developed.
- 5.10 Contractor shall deliver a Sitemap which will organize all website content into hierarchical lists that imply intended content structure, navigation, and user flows for the website.
- 5.11 Contractor shall develop a Design System detailing individual components, interactions, menus, content presentations, and other designed elements that will make up the new website. Contractor shall document the Design System in the form of a detailed Style Guide.
- 5.12 Contractor shall conduct Design Testing using patrons and staff to validate design and information architecture decisions.
- 5.13 Contractor shall produce a comprehensive and modular technical plan for the new website as part of the Development phase.
- 5.14 Contractor shall implement the Content Model, Sitemap, and navigation structure defined in previous phases of the project by building the Drupal site using the contents previously defined.
- 5.15 Contractor shall produce a Component Library of front-end components that should reflect the complete Design System and follow predefined norms described by the Style Guide.
- 5.16 Contractor shall transfer the Component Library into a fully custom, robust, drag-and-drop authoring tool that allows users to draft multimedia content and custom layouts with live previews.
- 5.17 Contractor shall provide Content Migration of current content to new website based on an agreed-upon migration plan.
- 5.18 Contractor shall provide Integrated Library System implementation which includes all standard catalog browsing and interaction and robust site search integrations.
- 5.19 Contractor shall provide an event management system for the website.
- 5.20 Contractor shall provide multi-role publishing workflows.
- 5.21 Contractor shall work with the Library to explore the Library's multilingual needs and develop an implementation strategy for the website.

- 5.22 Contractor shall install and configure an analytics suite of the Library's choosing for measuring engagement traffic and general user behaviors.
- 5.23 Contractor shall provide a series of time-boxed Agile Development Sprints developed around major website features.
- 5.24 Contractor shall provide Integrated Training and Documentation that includes documentation explaining conformance with acceptance criteria. This effort will serve as the foundation for discrete training efforts.
- 5.25 Contractor shall provide ongoing task prioritization to ensure that project resources are actively managed to best serve the Library's organizational needs and adhere to the budget.
- 5.26 Contractor shall provide weekly status updates and snapshot reports to show adherence with respect to the project budget and timeline.
- 5.27 Contractor shall meet with Library staff on a schedule set by the Library Project Management Team.
- 5.28 Contractor shall provide Accessibility reviews throughout the Strategy and Design phases of the project to ensure compliance.
- 5.29 Contractor shall provide all necessary training and documentation to library staff in the operation and maintenance of the completed website. The training may be a combination of in-person and virtual training. All travel must be approved in advance by the City Librarian or designee.
- 5.30 Contractor shall provide Launch support and assist in monitoring performance, resolving errors, and performance issues.
- 5.31 At the request of the Library, the Contractor may provide up to 360 hours of post-implementation support.

## **6.0 PAYMENT**

- 6.1 The Contractor shall not incur any costs (e.g., for labor, equipment, materials, or other expenses), and the Library shall not be liable for costs or reimbursement of costs incurred by the Contractor, without the prior written approval of the City Librarian or designee.
- 6.2 The Library shall pay Contractor an amount not to exceed \$478,100 during the term of this Contract, for the complete and satisfactory performance of the scope of work. The Contractor shall bill at an hourly rate of \$175.

<b>Budget Item</b>	<b>Maximum Hours</b>	<b>Maximum Total</b>
Initial Discovery	20	\$3,500
Surveys and Interviews	45	\$7,875
Analytics and Content Audit	35	\$6,125
User, Audience, Design Workshops	55	\$9,625
Discovery Report	15	\$2,625
Content Model and Sitemap	55	\$9,625
Wireframes	60	\$10,500
Design Exploration	45	\$7,875
Design Direction	110	\$19,250
Design Testing	35	\$6,125
Style Guide and Design Documentation	30	\$5,250
Content Types and Data Structures	110	\$19,250
Component Library	440	\$77,000
Mercury Editor	132	\$23,100
Search and SEO	65	\$11,375
Content Migration	220	\$38,500
Integrated Library System	55	\$9,625
Event, Calendar and RSVP Management	165	\$28,875
Publishing Workflows	45	\$7,875
Translation and Internationalization	55	\$9,625
Analytics and Reporting	15	\$2,625
Training and Documentation	45	\$7,875
Launch and Support	45	\$7,875
Project Management	285	\$49,875
QA and Accessibility	190	\$33,250
Travel	-	\$20,000

Post-Implementation Support	360	\$63,000
<b>TOTAL</b>	<b>2,372</b>	<b>\$498,100</b>

- 6.3 The post-implementation support services may be provided upon written approval of the City Librarian or designee.
- 6.4 Travel must comply with the City of Los Angeles Controller's Travel Policies (Exhibit B).

## **7.0 BILLING AND INVOICES**

- 7.1 The Contractor 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.
- 7.2 To ensure that services provided are measured against the services detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. The Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
- a) Name and address of the Contractor
  - b) Name and address of the City Department being billed (Library Department)
  - c) Date of invoice and period covered
  - d) Contract Number or Authority Number
  - e) Description of completed task and amount due for task
  - f) Remittance address
- 7.3 All invoices shall be submitted on the Contractor's letterhead and contain the Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Invoices shall be submitted to the Library by the Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract. If invoice is insufficient or

unsatisfactory, the Library's Representative shall inform the Contractor of any defect within 10 business days of receipt of the invoice from the Contractor, and the Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

- 7.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Contract, or via hard copy to:

Los Angeles Public Library  
Attention: Jené Brown (M/S 300)  
Emerging Technologies & Collections  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

- 7.5** 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, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

**8.0 OWNERSHIP**

All documents and records provided by the Library to the Contractor shall remain the property of the Library and must be returned to the Library upon termination of this Contract or at the request of the Library. The provisions of this article shall survive the termination of this Contract.

**9.0 AMBIGUITY**

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

**10.0 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 the Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

**CONTRACTOR'S REPRESENTATIVE**

Name: Eric Toupin  
Title: Director of Growth Strategy  
Address: 1615 Platte Street  
Denver, CO 80202  
Telephone: (303) 831-0448  
Email: [eric@aten.io](mailto:eric@aten.io)

**LIBRARY'S REPRESENTATIVE**

Name: Jené Brown  
Title: Director of Emerging Technologies & Collections  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7599  
Email: [jbrown@lapl.org](mailto:jbrown@lapl.org)

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Contract, within five business days of such change.

**11.0 INDEPENDENT CONTRACTOR**

The Contractor's relationship to the Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Contract and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

**12.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made by the City hereunder, the expiration date

of this Contract, or the termination date of this Contract, whichever occurs last. Records will be subject to examination and audit by authorized the City personnel or by the City's representative at any time during the term of this Contract or within the 48 months following the final payment made by the City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Contract.

**13.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Contract. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Contract.

**14.0 CONFIDENTIALITY**

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to the Contractor by the City, and other documents to which the Contractor has access during the term of this Contract are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Contract, the City's Confidential Information shall be considered and kept as the private and privileged records of the City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City or as required by law.

**15.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

The Contractor shall refer all inquiries from the news media relating to this Contract or the Contractor's services hereunder to the Library, and shall immediately contact the Library to inform the Library of the inquiry. The Contractor shall comply with the procedures of the City's Public Affairs staff regarding any communication with the news media relating to this Contract or the Contractor's services hereunder.

**16.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 14.0 ("Confidentiality") and 15.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Contract.

**17.0 CONTINUED REQUIREMENTS**

The requirements of Sections 14.0 ("Confidentiality"), 15.0 ("Contractor's Interaction with the Media"), and 16.0 ("Requirements Apply to all Subcontractors") survive termination of the Contract.

**18.0 NON-EXCLUSIVE CONTRACT**

Nothing in this Contract shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Contract, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Contract.

19.0 **BORDER WALL BID DISCLOSURE**

The Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” The Library may terminate this Contract at any time if the Library determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampla.org](http://www.rampla.org).

20.0 **ENTIRE CONTRACT**

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT NO. \_\_\_\_\_

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

By \_\_\_\_\_  
VALERIE LYNNE SHAW  
President  
Board of Library Commissioners

By \_\_\_\_\_  
ERIC TOUPIN  
Director of Growth Strategy  
Aten Design Group, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL M. BORDEN  
Commission Executive Asst.

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_

Date \_\_\_\_\_