

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

**REQUEST FOR PROPOSALS
RFP NO. 44-031**

FOR

**NETWORK CORE SWITCH AND ROUTER REPLACEMENT
AT THE CENTRAL LIBRARY**

CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
630 W 5th Street
Los Angeles, CA 90071

Web: <https://www.lapl.org>

**CITY OF LOS ANGELES
LOS ANGELES PUBLIC LIBRARY
REQUEST FOR PROPOSALS (RFP)**

**NETWORK CORE SWITCH AND ROUTER REPLACEMENT
AT THE CENTRAL LIBRARY**

DATE RFP ISSUED: FEBRUARY, 9, 2023

TITLE: RFP No. 44-031
Network Core Switch and Router Replacement at the Central Library

DESCRIPTION: THE LOS ANGELES PUBLIC LIBRARY (“LAPL” or “Library”) is seeking qualified and experienced organizations to provide Network Core Switch and Router Replacement at the Central Library which is a project eligible for E-Rate funding from the Federal Communications Commission (FCC) through the Universal Service Administrative Company (USAC) under the Category 2 Information Technology Projects Program known as E-Rate.

The Library is committed to providing an inclusive and robust outreach process for disadvantaged, marginalized, and local businesses and individuals. Our goal is to create a diverse pool of candidates to provide services and support to the Library and our patrons. We welcome and encourage submissions from a wide range of participants.

ELIGIBILITY TO APPLY: A minimum of three years of paid experience in providing the types of services stated in Section B (“Project Scope and Descriptions”) and detailed in Attachment D of this RFP.

WEBSITE ADDRESS: <http://www.rampla.org>
Proposers must register at the Regional Alliance Marketplace for Procurement (RAMP) website (www.rampla.org) before they can access the Request for Proposals (RFP) and updates.

PLEASE NOTE: PROPOSERS MUST BOOKMARK THE OPPORTUNITY ON RAMP (IN THE UPPER LEFT CORNER OF THE OPPORTUNITY) TO RECEIVE UPDATES OF ADDENDA AND QUESTION & ANSWER POSTINGS.

Proposers should review the RAMP FAQ section at: <https://bit.ly/RAMPfaqs>

TERM: The term of the proposed contract shall be three years or upon completion of the project, whichever is shorter; and shall be subject to earlier termination by the Library should the FCC not fund E-Rate.

KEY DATES AND SUBMISSION: All times listed in this RFP are Pacific Standard Time (PST).

Optional/Highly Recommended Pre-Proposal Conference: **Wednesday, February 22, 2023 at 10:00 a.m.**
Virtual Conference via Zoom

RSVP by February 21, 2023 by 5:00 p.m.

Proposal Due: **Thursday, March 9, 2023 at 11:59 p.m.**
All revisions will be posted as an addendum on www.rampla.org and at the E-Rate Productivity Center

Submission E-mail Address: laplbids submissions@lapl.org

Project Manager: Alex Mui, Director of Systems

RFP Administrator: Deirdre Gomez
Email: dgomez@lapl.org

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ATTACHMENTS

A.	Standard Provisions for City Contracts (Rev. 9/22 [v.1])
B.	Sample Contract for Network Core Switch and Router Replacement at the Central Library
C.	Electronic Signature Policy (03/20)
D.	Details of Project Scope and Descriptions

EXHIBITS

(All Exhibits will be found on www.rampla.org)

E.1	Declaration of Non-Collusion Affidavit (<u>must be notarized</u>)
E.2a	Contractor Responsibility Ordinance Questionnaire
E.2b	Contractor Responsibility Ordinance Pledge of Compliance
E.3	Certification Regarding Compliance with the Americans with Disabilities Act Form
E.4	Certification of Compliance with Child Support Obligations Form
E.5	City of Los Angeles Contract History Form
E.6	City of Los Angeles Residence Information Form
E.7	Municipal Lobbying Ordinance - CEC Form 50
E.8	Restrictions on Campaign Contributions and Fundraising in City Elections – CEC Form 55
E.9	Iran Contracting Act of 2010 Affidavit
E.10	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) Sample Affidavit – On-Line Submission
E.11	Disclosure Ordinances Sample Affidavit – On-Line Submission
E.12	Business Inclusion Program (BIP) Walkthrough Manual - WAIVED
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E.14b	Subcontractor Information Form (Form LW-18)
E.14c	Exemption Application (Form LW-10)
E.14d	Small Business Exemption Application (Form LW-26)
E.14e	501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28)
E.14f	Non-Coverage Determination Application (Form OCC/LW-29)
E.15	Insurance Requirements and Instructions - (<i>For information only at this time – Not required for submission of proposal.</i>)

A. PURPOSE OF REQUEST FOR PROPOSALS

1. Introduction

The Library is issuing this Request for Proposals (RFP) to enter into a contract with a qualified and experienced entity for the purpose of obtaining equipment and services for Network Core Switch and Router Replacement at the Central Library.

The Federal Communications Commission (FCC) makes funding available to schools and libraries for telecommunications projects through the Universal Service Administrative Company (USAC) under the Category 2 Information Technology Projects Program known as E-Rate. The FCC, through USAC, directly reimburses contractors for up to 85 percent of eligible costs for FCC approved projects. The Library will be responsible for the remaining amounts, which will be memorialized in the contract.

2. About the Library

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. Annually, over 15 million people visit our libraries and participate in over 2,000 programs, borrowing over 15 million items from the collections of print, downloadable books, music, films, and other items. Annual visits to our website exceed 22 million.

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

3. Program Overview

The Library's Information Technology (IT) Section provides technology support for the Library and Library patrons, which includes: systems development; cyber security; infrastructure and network administration and maintenance; hardware and software purchases, hardware and software installation and maintenance; communications; data storage and recovery; and electronic access to Library resources.

B. PROJECT SCOPE AND DESCRIPTIONS

Proposers must submit a written proposal to be considered for the Network Core Switch and Router Replacement at Central Library project and must include the project cost.

The details and description of the project and scope of work are available in Attachment D of this RFP.

C. CONTENTS OF THE PROPOSAL

The following items must be included in the proposal:

1. Cover Letter

Proposers shall provide a cover letter introducing the proposing entity signed by the person or persons authorized to bind the proposer to all commitments made in the proposal. The cover letter should also include the title, address, telephone number, email address, and other contact information of the person or persons authorized to represent the proposing entity.

If a proposing entity is a consortium, joint venture, partnership, or team, its proposals

must establish that all contractual responsibility rests solely with one proposer or legal entity.

2. Executive Summary

Proposers shall provide an executive summary that summarizes key points of the proposal and provides a detailed description of the organization, not to exceed three pages.

3. Proposer's Qualifications and Experience

This part of the proposal shall include the following:

- a. Proposers shall provide a description of their qualifications and experience, and any additional information demonstrating proficiency in relevant areas of expertise. The description must show that the proposer has a minimum of three years of experience providing the types of services stated in Section B ("Project Scope and Descriptions") and detailed in Attachment D of this RFP.
- b. Proposers shall include a list of three successful projects completed within the last five years that resemble the work described in Section B ("Project Scope and Description") and Attachment D of this RFP. This list shall include a detailed description of the work, the dates the work commenced and ended, and the contact information for the organizations for which each project was completed (i.e., contact name, telephone number, address, email address).

4. Response to Project Requirements

Proposers must provide the following information:

a. The Project Name

The Project Name ("Network Core Switch and Router Replacement at Central Library") must be clearly stated at the beginning of the proposal.

b. Proposed Solution

The proposal shall include a description of the implementation of the proposed solution, project approach and methodology, complete deployment planning and recommendations, statement regarding the ability to meet project specifications (including hardware and software specifications), features, security, and other options.

c. Training Services (if applicable)

The proposal shall include any training services that will be provided, including a description of the training, number of sessions, and all other pertinent information. Costs for such training shall be included in the Proposed Project Cost.

d. Maintenance and/or Warranties (if applicable)

The proposal shall include a description of any maintenance and/or warranties that will be provided. Costs for such maintenance and/or warranties shall be included in the Proposed Project Cost.

e. Proposed Schedule of Completion

The proposal shall include a schedule that includes a timeline for preparation, design, various milestones, and all other items through project completion. The time for total completion shall also be stated (in weeks or months).

5. Proposed Project Cost

Proposers must provide a fee schedule for the project that includes the following information: project name; a description of the equipment, materials, and services; the unit of measure; and the cost per unit, including freight, sales tax, and any other cost.

Note 1: Costs included in any executed contract will be final and shall only be revised through an amendment prepared and submitted by Library staff, and approved by the City Librarian, the Board of Library Commissioners, the Mayor, the City Council, and the Office of the City Attorney.

Note 2: The FCC and USAC have informed the Library that upon review and approval of the project and costs, the approved committed costs will be final and not subject to change or revision.

D. MANDATORY CITY REQUIREMENTS AND COMPLIANCE DOCUMENTS

Proposals must include the completed compliance documents required by Items 1 through 14, else the proposal may be deemed non-responsive.

1. Declaration of Non-Collusion Affidavit

In accordance with Section 10.15(d) of the Los Angeles Administrative Code, each proposal must include an affidavit by the proposer that (i) 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; (ii) the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham proposal or directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal; and (iii) the proposer has not sought by collusion to secure for themselves an advantage over any other proposer.

Instructions: Proposers shall complete and include a signed and **notarized** "Declaration of Non-Collusion" Affidavit (Exhibit E.1) with the proposal. No other form will be accepted.

2. Contractor Responsibility Ordinance (CRO)

Proposers are advised that any contract awarded pursuant to this proposal process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). This requires that a determination be made by the City, via the CRO Questionnaire, that prospective contractors are responsible and capable of fully performing the requested work before a contract is awarded.

Proposers may refer to PSC-31 ("Contractor Responsibility Ordinance") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions: Proposers shall complete and include both the Contractor Responsibility Ordinance Questionnaire (Exhibit E.2a) and the Pledge of Compliance Form (Exhibit E.2b) with the proposal.

3. Certification Regarding Compliance with the Americans with Disabilities Act (ADA) Form

The City requires that contractors and subcontractors that perform work for the City shall comply with the requirements of the Americans with Disabilities Act (ADA), a federal civil rights law designed to ensure equal access, full inclusion, and participation for people with disabilities or impairments. In addition, the State of California has its own disability rights law, codes, and regulations.

Under both federal and state laws, people with disabilities or impairments are entitled to full and equal access to places of public accommodation, transportation carriers, lodging, recreation and amusement facilities, and other business establishments where the general public is invited.

Proposers may refer to Section PSC-30 ("Access and Accommodations") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information.

Instructions: Proposers shall complete and include the Certification Regarding Compliance with the Americans with Disabilities Act Form (Exhibit E.3) with the proposal.

4. Certification of Compliance with Child Support Obligations Form

In accordance with Los Angeles Administrative Code Section 10.10 et seq., contractors and subcontractors performing work for the City must comply with all reporting requirements and wage and earning assignment orders and acknowledge the City's cooperation with efforts to collect legally mandated child support.

Proposers may refer to Section PSC-27 ("Child Support Assignment Orders") of Attachment A ("Standard Provisions for City Contracts [Rev 9/22] [v.1]") of this RFP for additional information.

Instructions: Proposers shall complete and include the Certification of Compliance with Child Support Obligations Form (Exhibit E.4) with the proposal.

5. City of Los Angeles Contract History Form

On July 21, 1998, the Los Angeles City Council passed a resolution requiring that all proposed contractors supply in their proposal a list of all City of Los Angeles contracts held by the proposer, or any affiliated entity, during the preceding ten years. If the proposer has held no City of Los Angeles contracts during the preceding ten years, this must be stated on the form.

Instructions: Proposers shall complete and include the City of Los Angeles Contract History Form (Exhibit E.5) with the proposal.

6. City of Los Angeles Residence Information Form

The Los Angeles City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate to or remain within the City of Los Angeles.

To that end, on January 7, 1992, the Los Angeles City Council adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Instructions: Proposers shall complete and include the City of Los Angeles Residence Information Form (Exhibit E.6) with the proposal.

7. Municipal Lobbying Ordinance

The City's Municipal Lobbying Ordinance No. 169916 requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent.

Additionally, for construction contracts, public leases, or licenses of any value and duration; and goods or services contracts with a value greater than \$25,000 and a term of at least three months, each proposer must submit with its proposal a certification, on a form prescribed by the City Ethics Commission (CEC Form 50), that the proposer acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the proposer qualifies as a lobbying entity.

A copy of CEC Form 50 may be found at the following website:

<https://ethics.lacity.org/forms/>

Instructions: Proposers shall complete and include the Bidder Certification CEC Form 50 (Exhibit E.7) with the proposal.

Note: Should proposer use an electronic signature for CEC Form 50, the document must be signed via software that is accepted by the City and the Library (i.e., DocuSign or Adobe) (See Attachment C of this RFP, "Electronic Signature Policy [03/20]").

8. Restrictions on Campaign Contributions and Fundraising in City Elections

Under Los Angeles City Charter Section 470(c)(12), proposers for contracts projected to be worth \$100,000 or more and that require City Council approval may not make campaign contributions to any elected City official, candidate for elected City office, or City Committee controlled by an elected City official or candidate. Contributions are prohibited throughout the proposal process and through the resulting contract.

Proposers and their principals that meet the criteria stated above must register with the City Ethics Commission. To do so, each proposer must submit with its proposal a certification, on a form prescribed by the City Ethics Commission (CEC Form 55). By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractor who is projected to perform at least \$100,000 worth of work on the contract is required to adhere to the same requirements. Said subcontractors and

their principals must be notified by the proposer of the City Charter requirements and prohibitions and must be included on Schedule B of CEC Form 55.

A copy of CEC Form 55 may be found at the following website:

<https://ethics.lacity.org/forms/>

Proposers may refer to PSC-37 (“Restrictions on Campaign Contributions and Fundraising in City Elections”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

Instructions: Proposers that meet the criteria stated above shall complete and include the Prohibited Contributors – Bidders CEC Form 55 (Exhibit E.8) with the proposal.

Note: Should proposer use an electronic signature for CEC Form 55, the document must be signed via software that is accepted by the City and the Library (i.e., DocuSign or Adobe) (See Attachment C of this RFP, “Electronic Signature Policy [03/20]”).

9. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for \$1 million or more of goods and services are required to complete, sign, and submit the “Iran Contracting Act of 2010” Compliance Affidavit (Exhibit E.9).

Proposers may refer to PSC-36 (“Iran Contracting Act”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the State of California Department of General Services, Office of Policies, Procedures and Legislation (OPPL) website for additional information and forms regarding this matter: www.dgs.ca.gov/pd/Resources/PDLegislation.aspx

Instructions: Proposers shall complete and include the Iran Contracting Act of 2010 Affidavit (Exhibit E.9) with the proposal **only if** the proposal is for \$1 million or more of goods and services.

10. Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) (Online Submission)

Equal Benefits Ordinance (EBO)

Proposers are advised that any contract awarded under this RFP process shall be subject to the applicable provisions of the Equal Benefits Ordinance (EBO) (Los Angeles Administrative Code Section 10.8.2.1).

Proposers shall complete and submit the combined Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) Affidavit onto the City of Los Angeles’ Regional Alliance Marketplace for Procurement (RAMP) website at www.rampla.org, which shall be valid for a period of three years from the date it is first uploaded. Proposers do not need to submit supporting documentation with their proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Proposers may refer to PSC-26 (“Mandatory Provisions Pertaining to Non-Discrimination

in Employment”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents: <https://bca.lacity.org/ordinances>

First Source Hiring Ordinance (FSHO)

Proposers are advised that any contract awarded under this RFP process shall be subject to the applicable provisions of the First Source Hiring Ordinance (FSHO) (Los Angeles Administrative Code Sections 10.44, et seq).

Proposers shall complete and submit the combined Equal Benefits Ordinance / First Source Hiring Ordinance (FSHO) Affidavit onto the RAMP website at www.rampla.org, which shall be valid for a period of three years from the date it is first uploaded. Proposers do not need to submit supporting documentation with their proposals. However, the City may request supporting documentation to verify information provided on the First Source Hiring Ordinance Affidavit.

Proposers may refer to PSC-34 (“First Source Hiring Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions:

Proposers shall complete and upload the combined Equal Benefits Ordinance (EBO / First Source Hiring Ordinance (FSHO) Affidavit available on RAMP prior to submission of the proposal. Exhibit E.10 is a sample affidavit. The RAMP website may be found at: www.rampla.org

11. Disclosure Ordinances Affidavit (On-Line Submission)

Proposers are advised that any contract awarded under this RFP process shall be subject to the applicable provisions of both the Slavery Disclosure Ordinance (SDO) (Los Angeles Administrative Code Section 10.41) and the Disclosure of Border Wall Contracting Ordinance (DBWCO) (Los Angeles Administrative Code Section 10.50).

Proposers may refer to PSC-33 (“Slavery Disclosure Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions: Proposers shall complete and upload the Disclosure Ordinance Affidavit available on RAMP prior to submission of the proposal. Exhibit E.11 is a sample affidavit. The RAMP website may be found at: www.rampla.org

12. Business Inclusion Program Requirements – **HAS BEEN WAIVED**

13. Local Business Preference Program

This RFP is subject to the policies and requirements established by Ordinance No. 187121 and Los Angeles Administrative Code Section 10.25, et seq. The Local Business Preference Program (LBPP) aims to increase opportunities for local businesses and, encourage local businesses to locate and operate in Los Angeles County (County). To be

eligible for participation in this program, proposers must submit a LBPP affidavit on the RAMP website: www.rampla.org

Proposers may refer to Exhibit E.13a and Exhibit E.13b of this RFP for additional information. Proposers may also refer to PSC-35 ("Local Business Preference Ordinance") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information.

Instructions: Proposers who wish to apply for a Local Business Preference shall complete the LBPP affidavit available on RAMP (www.rampla.org), and both upload it to RAMP prior to the proposal due date, as well as include a copy of the completed affidavit with the proposal.

14. Living Wage Ordinance (LWO) and Worker Retention Ordinance (WRO)

Unless approved for an exemption by the Department of Public Works Bureau of Contract Administration, contractors shall comply with the provisions of the Living Wage Ordinance (LWO) (Los Angeles Administrative Code Section 10.37 et seq.) and Worker Retention Ordinance (WRO) (Los Angeles Administrative Code Section 10.36 et seq.).

It is the responsibility of proposers and contractors to understand their responsibilities and obligations under the LWO and WRO.

Proposers may visit the website of the Department of Public Works Bureau of Contract Administration for additional information, exemption forms and information, and other applicable forms and documents: <https://bca.lacity.org/ordinances>

Proposers may also refer to PSC-28 ("Living Wage Ordinance") and PSC-29 ("Service Contractor Worker Retention Ordinance") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information.

Instructions: Proposers shall complete and include the Employee Information Form LW-6 (Exhibit E.14a) and the Subcontractor Information Form LW-18 (Exhibit E.14b) with the proposal.

LWO Exemption:

Proposers who believe that they meet the criteria for exemption shall complete and submit the appropriate application form with the proposal.

Exemption Application Forms:

- (a) Exemption Application (Form LW-10) (Exhibit E.14c);
- (b) Small Business Exemption Application (Form LW-26) (Exhibit E.14d);
- (c) 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) (Exhibit E.14e);
- (d) Non-Coverage Determination Application (Form OCC/LW-29) (Exhibit E.14f).

THE PROPOSER AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 15 THROUGH 17 DURING THE TERM OF ANY CONTRACT.

15. City's Insurance Requirements

The selected contractor(s) 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 its own expense, the selected contractor(s) and any of its subcontractors shall procure and maintain at least the minimum insurance required by Exhibit E.15 for the term of the contract, including any extensions.

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 website, www.kwikcomply.org. No work may be performed pursuant to the proposed contract resulting from this RFP until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Proposers may refer to PSC-23 ("Insurance") and PSC-Exhibit 1 ("Insurance Contractual Requirements") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must submit the required insurance prior to the execution of the contract.

16. Business Tax Registration Certificate (BTRC)

In accordance with the City of Los Angeles Municipal Code Section 21.03, persons and entities engaged in business with the City of Los Angeles are required to register and pay required taxes and apply for and obtain a Business Tax Registration Certificate (BTRC) from the Office of Finance.

The Office of Finance's Tax and Permits Division has sole authority in determining a firm's tax requirements and in issuing a BTRC or Business Tax Exemption Number. Accordingly, a firm's current BTRC or Business Tax Exemption Number must be clearly shown on all invoices submitted to the City for payment. The proposer, in submitting this proposal, acknowledges and accepts the above requirements and recognizes that, should a contract be awarded, no invoice will be processed for payment without inclusion of the BTRC or Business Tax Exemption Number.

Proposers may refer to PSC-15 ("Current Los Angeles City Business Tax Registration Certificate Required") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information. Proposers may find additional information and forms at the following Office of Finance website: <https://finance.lacity.org>

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must provide a BTRC prior to the execution of a contract.

17. Federal Employer Identification Number

The Internal Revenue Service (IRS) requires the Library to report all payments to an

independent consultant or business whenever payments exceed \$600 per calendar year. The contractor is required to furnish the Library with its Social Security number or Federal Employer Identification Number for this purpose.

Instructions: No submission is required at this time. Proposers awarded a contract by the Board of Library Commissioners must provide a Federal Employer ID Number or Social Security number prior to the execution of a contract.

THE PROPOSER AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 18 THROUGH 22 DURING THE TERM OF ANY CONTRACT.

18. Contractor Evaluation Program

At the end of the contract, the City will conduct an evaluation of the selected contractor's performance. The City may also conduct evaluations of the selected 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 several 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. Any contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final evaluation and allowed an opportunity to respond. The City will use the final evaluation and any response from the contractor to evaluate proposals and to conduct reference checks when awarding other contracts.

Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions: *No Submission Required.*

19. COVID-19 Vaccination Requirement (Ordinance No. 187134)

Effective October 20, 2021, any new contract executed by the City shall include a clause requiring employees of the contractor, and/or persons working on their behalf, who interact with City employees, are assigned to work on City property for the provision of services, and/or come into contact with the public during the course of work on behalf of the City to be fully vaccinated.

Proposers may refer to PSC-44 ("COVID-19") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information.

Instructions: *No Submission Required.*

20. Contractors' Use of Criminal History for Consideration of Employment Applications (Ordinance No. 184653)

Any contract awarded pursuant to this RFP will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (Los Angeles Administrative Code Section 10.48). The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees: 1) are prohibited from seeking a job applicant's criminal history information until after the job offer is made; 2) must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and, 3) cannot withdraw a job

offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Proposers may refer to PSC-38 ("Contractors' Use of Criminal History for Consideration of Employment Applications") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents:

<https://bca.lacity.org/ordinances>

Instructions: *No Submission Required.*

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

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Non-Discrimination Clause (Los Angeles Administrative Code Section 10.8.2).

Proposers awarded contracts for which the consideration is \$1,000 or more shall comply with the provisions of the Equal Employment Practices Provisions (Los Angeles Administrative Code Sections 10.8.3). By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

Proposers awarded contracts for which the consideration is \$25,000 or more shall comply with the provisions of the Affirmative Action Program Provisions (Los Angeles Administrative Code Section 10.8.4). By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include these provisions in all subcontracts awarded for work to be performed under the contract and shall impose the same obligations on the contractors. A copy of the subcontract shall be made available to the Bureau of Contract Administration, Office of Contract Compliance upon request.

Proposers may refer to PSC-26 ("Mandatory Provisions Pertaining to Non-Discrimination in Employment") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents:

<https://bca.lacity.org/ordinances>

Instructions: *No Submission Required.*

22. Contractor Data Reporting

Proposers are advised that any contract awarded pursuant to this competitive process shall be subject to Executive Directive 35.

If a proposer is selected and awarded a contract, and if the contractor is a for-profit company or corporation, then the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the RAMP website or via another method specified by City: The annual revenue of contractor

and any subcontractor, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by the City.

Proposers may refer to PSC-45 ("Contractor Data Reporting") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information.

Instructions: No Submission Required.

Proposers are strongly advised to read Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") and Attachment B ("Sample Contract") of this RFP to understand other terms and conditions of a contract with the Library.

E. PROPOSAL SUBMISSION AND REQUIREMENTS

Proposals shall be submitted in accordance with the requirements of this RFP.

1. Optional/Highly Recommended Pre-Proposal Conference

An Optional/Highly Recommended Pre-Proposal Conference will be conducted to provide an overview of the RFP. To obtain the greatest benefit from the meeting, Proposers are strongly encouraged to attend with their direct supervisory personnel/critical project team members (in lieu of business development or sales personnel).

Participation in the Optional/Highly Recommended Pre-Proposal Conference may be accomplished by Zoom. Questions may be submitted prior to the conference to Deirdre Gomez at dgomez@lapl.org. Any questions related to the RFP received prior to the Optional/Highly Recommended Pre-Proposal Conference will be addressed during the conference. They will later be posted online on the City's website www.rampla.org. Questions received after the conference must be submitted no later than 14 days prior to the due date of the proposal, as listed on www.rampla.org, by 4:00 p.m. to dgomez@lapl.org and will be posted on www.rampla.org.

The Optional/Highly Recommended Pre-Proposal Conference will be held as follows:

Registration in advance is required for this meeting

RSVP: Google Form: <https://forms.gle/yQoZAPHJ1fTFXh2m9>

Topic: RFP 44-031 for Network Core Switch and Router Replacement at the Central Library Pre-Proposal Conference

Time: February 22, 2023 at 10:00 a.m.

Please RSVP by February 21, 2023 by 5:00 p.m. by completing the Google form at the link provided above. After registering, you will receive a confirmation email containing information about joining the meeting.

2. Submission Requirements

Proposals must be submitted electronically and shared with the Library through Google Drive as follows:

2.1 Electronic Submission

- a. Proposers shall create a Google Account or use their pre-existing Google Account to submit their proposals.
- b. All documents must be in a single Portable Document Format (PDF) file that has been converted into a searchable file using Optical Character Recognition.
- c. Proposers shall upload the proposal document to their Google Drive.
- d. Proposers shall name the proposal document: "RFP 44-31 for Network Core Switch and Router Replacement at the Central Library – VENDOR NAME"
- e. Proposers shall share the Google Drive proposal document with the following Library email addresses:

laplbids submissions@lapl.org
dgomez@lapl.org
mlemus@lapl.org
claudia.aguilar@lapl.org
- f. Do not password protect the proposal document.
- g. The proposal must include all items stated in Section H. ("Proposer Checklist") of this RFP.
- h. The sections within the proposal document shall be in the order as listed in Section H ("Proposer Checklist") of this RFP.
- i. Documents requiring signatures shall conform to the "Electronic Signature Policy [03/20]" as stated in Attachment C of this RFP.
- j. Proposers are responsible for ensuring that their proposal document is not compressed, does not contain a virus or malware, is not corrupted, and is able to be opened. The Library may reject proposals that do not meet these requirements.
- k. Library staff shall provide a notice of receipt within two business days of receipt of the electronically-submitted proposal. It is highly recommended that proposers contact the RFP Administrator listed in Section G.12 of this RFP if a receipt is not received within two business days

- I. Proposers are solely responsible for ensuring that their proposals have been received before the deadline as electronic transmissions are inherently unreliable. Proposers bear all risks associated with the electronic transmission of their proposal, including delays, system failures, and other technical issues.

2.2 Proposal Due Date / Time

- a. The Library reserves the right to revise the submission due date. Any revisions to the due date or time shall be posted on RAMP (www.rampla.org)
- b. Proposers are encouraged to submit proposals prior to the due date and time.

Proposal Due Date: March 9, 2023

Proposal Due Time: 11:59 p.m.

2.3 Submission Responsiveness

- a. Failure to meet the requirements of this RFP may be cause for disqualification of the proposal.
- b. The Library reserves the right to deem a proposal non-responsive if the Library is unable to determine which documents constitute a complete and appropriate response to the RFP.
- c. The Library reserves the right to seek clarification from a proposer to determine responsiveness.
- d. Proposals should not include unnecessary promotional material and should be as succinct as possible.

3. **Responsibility for Timely Submission of Proposal**

Proposers are solely responsible for ensuring that the Library receives a complete proposal, including all attachments, before the deadline.

4. **Acceptance of Terms and Conditions**

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if a contract is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

5. **Withdrawal by Proposer**

A proposer may withdraw its proposal provided that the request is in writing, signed by an authorized representative, and is received by the Library prior to the proposal deadline date. After proposals have been opened, the proposals shall be subject to acceptance by the City for a period of ninety days. Except as previously stated, no proposer may withdraw its proposal, except with the written consent of the Library.

6. The City's Right to Reject Proposals and Withdraw the RFP

The Library reserves the right to reject any and all proposals. Notwithstanding any other provisions of this RFP, the Library also reserves the right to withdraw this RFP at any time without prior notice.

7. Scope of Content

Proposals shall be based only on material contained in the RFP, responses to timely questions submitted by proposers, any addenda thereto, and other materials published by the Library relating to the RFP. Proposers shall disregard any previous draft materials and oral representations that may have been obtained by the proposer.

F. EVALUATION AND SELECTION PROCESS

1. Proposal Responsiveness

To be considered responsive to this solicitation, proposers must submit completed responses to all items requested in this RFP, including completion and submission of the City's mandatory compliance documents. An incomplete or missing response may result in the rejection of the proposal.

Proposals which, at the discretion of the Library, are incomplete, non-responsive, or non-compliant with content or format requirements may be disqualified without further consideration, and will not be evaluated by the evaluation panel.

The Library reserves the right to conduct investigations with respect to the qualifications of each proposer and any information contained in its proposal.

2. Proposal Evaluation

A panel of City staff and subject-matter experts ("evaluation panel") will evaluate the proposals based on the evaluation criteria noted below. The evaluation panel may, at its sole discretion, request additional information, conduct interviews, and solicit presentations. Following any such requests, interviews, and oral presentations, the panel will score proposals in each criterion and rank the proposals accordingly.

3. Evaluation Criteria

The following criteria will be used to evaluate proposals:

Evaluation Criteria	Meets RFP Requirements
Cover Letter	Pass / Fail
Executive Summary	Pass / Fail
Proposer's Qualifications and Experience	40
Response to Project Requirements	30
Proposed Project Cost	30
Maximum Points – Total	100

4. Award

The Library will notify all proposers of the determinations of the evaluation panel. The evaluation panel's score will serve as a basis for a report from the City Librarian to the Board of Library Commissioners, recommending the highest-ranking proposer to be selected for the award of the contract. The Board of Library Commissioners will consider the City Library's recommendation during a public Board meeting and may accept or reject the recommendation in making its decision as to the proposer selection, if any, stating publicly the reasons for its action.

G. GENERAL CONDITIONS

1. Acceptance and Disposition of Proposals

The Library reserves the right to reject any and all proposals. The Library also reserves the right to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): "The City shall reserve the right to reject any and all proposals and to waive any formality in the proposal when to do so would be to the advantage of the City."

Failure of the proposer to submit the above-required documents with their proposal, to provide all of the information required by the RFP, or to furnish direct and complete answers to RFP prompts may render the proposal non-responsive and result in its rejection.

It is the intent of the Library to award a contract or contracts in a form approved by the City Attorney. The RFP and the proposer's proposal, or any part thereof, may be incorporated into and made part of the contract. The Library reserves the right to further negotiate the terms and conditions of the contract. The Library reserves the right to withdraw this RFP, to reject any proposal for non-compliance with RFP provisions, or not to award a contract altogether due to unforeseen circumstances or if it is determined to be in the best interest of the Library.

2. Public Record Act

All proposals submitted in response to this RFP shall become the property of the Library and will be a matter of public record, subject to the State of California Public Records Act (CPRA) (California Code Sections 6250 et seq.). If the proposer claims any information in the proposal to be exempt from disclosure under the CPRA, the proposer must do the following:

- A. Identify in writing all copyrighted material, trade secrets, and other proprietary information that the proposers claim to be exempt from disclosure under the CPRA. Any proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure. Failure to include this identifying information shall be deemed by the Library as a waiver of any exemption claim.

Please note that the mere use of headers, footers, or other labels bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable and shall be deemed by the Library as a waiver of any exemption claim. The identification of exempt information must be more specific.

- B. By submitting a response to this RFP, the proposer agrees to be bound by the following language:

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.

Proposer's obligations under this provision include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

- C. Be prepared to submit a second copy of the proposal in which all information claimed to be exempt from disclosure has been redacted.

3. RFP Revisions

Any revision made to this RFP will be posted as an addendum to the RFP at www.rampla.org.

4. Transfers, Joint Ventures and Use of Subcontractors

Proposers shall not, without written consent of the Library, 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 the Library 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.

5. Alternatives

Proposers 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 Library's requirements cannot be considered. Proposals offered subject to conditions or limitations may be rejected as non-responsive.

6. 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 Library reserves the right to make corrections or amendments due to errors identified in a proposal by the Library or the proposer. This type of correction or amendment will only be allowed for errors in typing or transposition. All changes must be coordinated in

writing with and authorized by the RFP Administrator identified in Section G.12 of this RFP.

7. Interpretation and Clarifications

The Library will consider prospective recommendations or suggestions regarding any requirements before the Optional/Highly Recommended Pre-Proposal Conference. All recommendations or suggestions must be in writing and submitted to the RFP Administrator identified in Section G.12 of this RFP. The Library reserves the right to modify requirements of any RFP if it is in the best interest of the Library.

8. Protest of RFP

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten calendar days after the RFP or addendum is issued, provide written notice to the Library setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

9. Protest of Proposed Award

Protests based on alleged apparent improprieties in a bid process shall be filed before bid opening or the closing date for receipt of proposals. Protests on procedural and technical issues must be made within seven calendar days of the mailing date of the notice of the contract award recommendation. Any protest to a proposal award(s) must be submitted in writing to the RFP Administrator at the address shown below by certified mail or personal delivery.

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:

- Name, address, and telephone number of the protesting party.
- Title and number of this RFP.
- Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents; and, reference to the specific portion(s) of the documents that form the basis of the protest, including a description of resulting prejudice to the protester.
- Request for a ruling from the Library and statement of the form of relief requested.

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

Madeleine M. Rackley, Business Manager
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071

The Library may hold a hearing after receiving the protest, unless waived by the proposer. The Board of Library Commissioners, or its designee, shall make a final determination with respect to the protest and shall award or reject the contract accordingly. The decision

of the Board, or designee, shall be final.

10. Cost of Proposal Preparation

The Library is not responsible for any costs incurred by the proposer for preparing and submitting proposals in response to this RFP.

11. Americans with Disabilities Act

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a Pre-Proposal Conference, please contact the RFP Administrator identified in Section G.12 of this RFP at least five working days prior to the scheduled event.

12. Contact for Information / RFP Administrator

For answers to questions relating to the content of this RFP, proposers must submit questions at least 14 days prior to the due date and time of the proposal, as listed on www.rampla.org. via email to:

Deirdre Gomez
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071
E-mail: dgomez@lapl.org

The Library shall be the sole judge of whether a response is required for any question. All questions submitted in writing by a proposer and answers provided by the Library will be posted on www.rampla.org as an addendum to the RFP. Any oral communication between a proposer and a City employee is not binding on the Library or the City of Los Angeles.

13. Standard Provisions for City Contracts

All contracts entered into as a result of this RFP are subject to the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) which are included as Attachment A of this RFP.

H. PROPOSER CHECKLIST

Proposers are to complete and submit a copy of this Proposer Checklist with the proposal, which must contain the following items to be found responsive to this RFP:

Section	Form / Document Description	Exhibit No.	Initial
RFP C.1	Cover Letter	--	
RFP C.2	Executive Summary	--	
RFP C.3	Proposer's Qualifications and Experience	--	
RFP C.4	Response to Project Requirements	--	
RFP C.5	Proposed Project Cost	--	
RFP D.1	Non-Collusion Affidavit (<u>Must be Notarized</u>)	Exhibit E.1	
RFP D.2	CRO Questionnaire	Exhibit E.2a	
RFP D.2	CRO Pledge of Compliance	Exhibit E.2b	
RFP D.3	Certification Regarding Compliance with the Americans with Disabilities (ADA) Form	Exhibit E.3	
RFP D.4	Certification of Compliance with Child Support Obligations Form	Exhibit E.4	
RFP D.5	City of Los Angeles Contract History Form	Exhibit E.5	
RFP D.6	City of Los Angeles Residence Information Form	Exhibit E.6	
RFP D.7	CEC Form 50	Exhibit E.7	
RFP D.8	CEC Form 55	Exhibit E.8	
RFP D.9	Iran Contracting Act of 2010 Affidavit (If Applicable)	Exhibit E.9	
RFP D.10	Equal Benefits Ordinance and/ First Source Hiring Ordinance – Online Submission	Exhibit E.10	
RFP D.11	Disclosure Ordinance – Online Submission	Exhibit E.11	
RFP D.12	Business Inclusion Program (BIP) Walkthrough Manual - HAS BEEN WAIVED	Exhibit E.12	
RFP D.13	Local Business Preference Program	Exhibit E.13a	
RFP D.13	Local Business Preference Program (LBPP) Certification Information (If Applicable)	Exhibit E.13b	

Section	Form / Document Description	Exhibit No.	Initial
RFP D.14	Living Wage Ordinance - Employee Information form (Form LW-6)	Exhibit E.14a	
RFP D.14	Living Wage Ordinance - Subcontractor Information Form (Form LW-18)	Exhibit E.14b	
RFP D.14	Living Wage Ordinance - Exemption Application (Form LW-10) – If applying for exemption	Exhibit E.14c	
RFP D.14	Living Wage Ordinance - Small Business Exemption Application (Form LW-26) – If applying for exemption	Exhibit E.14d	
RFP D.14	Living Wage Ordinance - 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) – If applying for exemption	Exhibit E.14e	
RFP D.14	Living Wage Ordinance - Non-Coverage Determination Application (Form OCC/LW29) – If applying for exemption	Exhibit E.14f	

ATTACHMENT B to RFP – SAMPLE CONTRACT

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
NAME OF ORGANIZATION
FOR
NETWORK CORE SWITCH AND ROUTER REPLACEMENT
AT THE CENTRAL LIBRARY**

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

WHEREAS, the Federal Communications Commission (FCC) makes funding available to schools and libraries for telecommunications projects through the Universal Service Administrative Company (USAC) under the Category 2 Information Technology Projects Program known as E-Rate;

WHEREAS, on February 9, 2023, Library staff requested that the Board of Library Commissioners (Board) approve the release of a Request for Proposals for Network Switch and Router Replacement at the Central Library (RFP) to allow contractors to competitively bid on the project. This project meets the requirements for E-Rate and is eligible for FCC funding (Library Resolution No. 2023-____ [C-____]);

WHEREAS, on _____, 2023, the RFP was released and a Mandatory Pre-Proposal Conference was held on _____, 2023. On _____, 2023, the Library received X proposals;

WHEREAS, Library staff reviewed the proposals and found both/all/none 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 Contractor best met the needs of the Library;

WHEREAS, on _____, 2023, the Board found, in accordance with Charter Sections 371(e)(2), 371(e)(10) and 1022, and Los Angeles Administrative Code Section 10.15(a)(2) and 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous, and that it is more feasible to have this work performed by an independent contractor than by City employees;

WHEREAS, on _____, 2023, the Board approved the award of an Agreement with Contractor for Network Switch and Router Replacement at the Central Library; and,

WHEREAS, funds are available to compensate the Contractor for services in accordance with this Agreement.

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:

- 1.1 The Agreement.
- 1.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- 1.3 The Request for Proposals for Network Switch and Router Replacement at the Central Library (RFP) issued on _____, 2023, which is attached and incorporated by reference as Exhibit B.
- 1.4 Contractor's response to the RFP, which is attached and incorporated by reference as Exhibit C.
- 1.5 Funding Commitment Decision Letter dated _____ from the Universal Service Administrative Company (USAC), which is attached and incorporated by reference as Exhibit D.

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 shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The RFP (Exhibit B).
- 2.4 Contractor's response to the RFP (Exhibit C).
- 2.5 Funding Commitment Decision Letter (Exhibit D).

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 AGREEMENT

The term of this Agreement shall be for 3 years or upon completion of the project, whichever is shorter; and, shall be subject to earlier termination by the Library should E-Rate not be funded by the FCC. The initial term of this Agreement shall begin upon the date of execution.

5.0 SCOPE OF WORK

- 5.1 Contractor shall provide the types of equipment, materials, and services to the Library as described in Exhibit B of this Agreement.
- 5.2 Contractor shall provide the types of equipment, materials, and services to the Library as described in Exhibit C of this Agreement.

6.0 PAYMENT

Contractor shall not incur any costs (e.g., for labor, equipment, materials or other expense), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee.

The total contract amount shall not exceed \$XX during the term of this Agreement.

Contractor shall seek the appropriate reimbursement directly from the FCC, through USAC, for the amount stated in Exhibit D ("Funding Commitment Decision Letter") of this Agreement. Library shall not be liable for any payment owed to Contractor from the FCC or USAC. Further, Library does not represent itself as an agent of the FCC or USAC and will not act in any advisory or advocacy role between Contractor and FCC or USAC.

7.0 BILLING AND INVOICES

- 7.1 Contractor shall submit itemized invoices to 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 Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
 - a) Name and address of Contractor
 - b) Name and address of City Department being billed (Library Department)
 - c) Date of invoice and period covered
 - d) Agreement Number or Authority Number
 - e) Description of completed task and amount due for task
 - f) Remittance address
 - g) Library portion of E-Rate amount to be paid.
 - h) USAC portion of E-Rate amount to be paid. Contractor must submit a separate invoice to USAC for payment.
- 7.3 All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by 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 Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and 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 Contractor. The Library will not compensate 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 Agreement, or via hard copy to:

Los Angeles Public Library
Attention: Alex Mui (M/S 300)
Information Technologies
630 West 5th 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 Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Agreement or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

9.0 AMBIGUITY

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

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. Library and 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:
Title:
Address:

Mobile:
Office:
Email:

LIBRARY'S REPRESENTATIVE

Name: Alex Mui
Title: Director of Systems
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-XXXX
Email: amui@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 Agreement, within five business days of such change.

11.0 INDEPENDENT CONTRACTOR

Contractor's relationship to Library in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement 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 City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than 48 months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the 48 months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

The FCC and USAC require E-Rate applicants (Library) and service providers (Contractor) to maintain documentation for 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request, whichever occurs first.

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 Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

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 Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

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

15.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

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

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 Agreement.

18.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Contractor providing services to 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 Agreement, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

19.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” Library may terminate this Contract at any time if Library determines that 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.

20.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement 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 Agreement. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

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

By _____
BÍCH NGỌC CAO
President
Board of Library Commissioners

By _____
NAME
Title
Company Name

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Commission Executive Assistant

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Date _____

**Request for Proposals
RFP No. 44 - 031
for
Network Core Switch and Router Replacement
at the Central Library**

Detail Descriptions of Project and Scope of Work

Attachment D

1.1 Overview

The Library is seeking proposals from qualified entities to propose a solution to replace 2 Network Core Switches and 1 main router at the Central Library located at 630 W. 5th St Los Angeles CA 90071. This would include professional services, network planning, design, software installation and configuration, and hardware to provide business continuity.

1.2 Scope of Work

In providing continuation of critical Library public services for all 73 libraries, the Library is seeking a contractor to provide 2 Network Core switches and 1 main router replacement utilizing a high availability solution to minimize any downtime. The proposed solution must meet the following general criteria:

A. General Description:

- Two Core Switches (high availability) and one Internet Router with all current in-use related features to be migrated like-for-like.
- New equipment is to be installed in parallel to the existing Library network environment for the purpose of network interconnectivity, testing, and verification.
- Migration of the existing environment to the new infrastructure will be performed during a Library approved change control window.
- Two Core Switches will be migrated to two new supported models. One Internet Router will be replaced by a new supported model.

B. Design:

- Create a new network drawing with new equipment and interfaces.
- Provide port-mapping that will be applied to the new equipment.

C. Equipment Installation:

- Rack and stack equipment.
- Patch cables as per design.
- Perform cable management.

- Perform the initial power-on, burn-in, and verification check.

D. Initial Equipment Configuration:

- Perform hardware and software check.
- Perform software upgrade, if required.
- Perform license activation and verification.
- Perform signatures update, if required.
- Configure and verify high availability failover.
- Configure basic system management and access accounts.

E. Migration Cutover:

One migration maintenance window is provisioned for the cutover. Contractor will work with the Library to reserve a workable cutover time and duration. Services will include:

- Assist the Library with creation of production acceptance test plan.
- Create migration step-by-step plan.
- Create rollback plan.
- Perform the cutover.
- Test network connectivity.
- Verify traffic flows.
- Assist the Library with production acceptance testing.

F. Post-Migration (Day-1 Support):

- Provide on-sight support (eight hours / day-1).
- Provide up to eight hours on-site remote end-user operation training of the new system.

G. Remote Access:

The Library will provide the contractor with a dedicated workstation to perform remote access (Zoom or WebEx). Working sessions will be available via the Library supervised Zoom or WebEx, Monday through Thursday, 8:00 AM to 4:00 PM (PST).

H. Other:

The contractor shall provide the Library with the following:

- Updated Visio of logical Network design.
- Router/Switch port connectivity document.
- As-built Router/Switch configuration document.

1.3 Details of Required Items

Part Number	Description	Quantity Required
CISCO		
ASR1009-X	CISCO ASR1009-X CHASSIS	1
ASR1000-ESP200-X	CISCO ASR1000 EMBEDDED SERVICES PROCESSOR X, 200G	2
CON-SNTP-ASR100EX	SNTC-24X7X4 CISCO ASR1000 EMBEDD	2
CON-SNTP-ASR9XTBU	SMARTNET 24X7X4 CISCO ASR1009-X CHASSIS	1
EPA-2X40GE	CISCO ASR1000 2X40GE EPA	2
N9K-C9508	CISCO NEXUS 9508 CHASSIS WITH 8 LINECARD SLOTS	2
N9K-SUP-B+	CISCO SUPERVISOR B+ FOR NEXUS 9500	2
N9K-SUP-B+	CISCO SUPERVISOR B+ FOR NEXUS 9500	2
N9K-X9736C-EX	CISCO NEXUS 9500 36P 100G NX-OS AGG & SPINE LINE CARD	4
N9K-X9788TC-FX	CISCO NEXUS 9500 48P 1/10GBASET AND 4P 100G LINE CARD	2
N9K-X97160YC-EX	CISCO NEXUS 9500 NX-OS LINECARD, 48P 10G/25G WITH 4P 100G QSFP28	6
QSFP-40G-SR-BD	CISCO QSFP40G BIDI SHORT-REACH TRANSCEIVER	4
EPA-QSFP-1X100GE	CISCO ASR1000 1X100GE QSFP ETHERNET PORT ADAPTER	2
EPA-10X10GE	CISCO ASR1000 10X10GE ETHERNET PORT ADAPTER	1
CON-SNTP-N9508	CISCO SNTC-24X7X4 NEXUS 9508 CHASSIS W	2
N9K-C9508-FM-E2	CISCO FABRIC MODULE FOR N9508 WITH 100G SUPPORT, ACI AND NX-OS	8
N9K-PAC-3000W-B	CISCO NEXUS 9500 3000W AC PS, PORT-SIDE INTAKE	12
CAB-AC-C6K-TWLK	CISCO POWER CORD, 250VAC 16A, TWIST LOCK NEMA L6-20 PLUG, US	12

QSFP-100G-SR4-S	CISCO 100GBASE SR4 QSFP TRANSCEIVER, MPO, 100M OVER OM4 MMF	2
-----	WITH CUSTOM SETUP, CONFIGURATION AND INSTALLATION	1