

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

February 22, 2024

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF CONTRACT TO PROVIDE MAIN UNINTERRUPTIBLE
POWER SUPPLY (UPS) FOR THE CENTRAL LIBRARY'S COMPUTER
SERVER ROOM**

A. RECOMMENDATIONS:

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

1. Award a contract, substantially in the form on file, to Golden Star Technology, Inc. to provide Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room.
2. Find, 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. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the contract.
4. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
5. Adopt the attached Resolution regarding the award and execution of the contract between the Library and Golden Star Technology, Inc. to provide Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room.

B. STATEMENT OF FACTS:

1. On October 26, 2023, the Board approved the release of an RFP to find a qualified and experienced entity to provide services for Project No. 2 - Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room. (Library Resolution No. 2023-41).
2. The RFP was released on October 30, 2023, with a proposal due date of December 21, 2023. A mandatory pre-proposal conference was held on November 15, 2023. The pre-proposal conference was attended by 14

attendees who represented 12 organizations. On December 21, 2023, the Library received one proposal for Project No. 2.

3. Addendum No. 1 to the RFP was released on November 9, 2023. It provided live links for: Appendix A - Data Floor Plans & Checklists; and Appendix B - IDF Photos - Cable Management.
4. Addendum No. 2 to the RFP was released on November 20, 2023. It provided additional information on the required Site-Walks.
5. Library staff reviewed the proposal in January 2024 and found the proposal to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposal based on the criteria set forth in the RFP.
6. Staff recommends that the Board award a contract to Golden Star Technology, Inc. The term of the proposed contract will be for three years in an amount not to exceed \$830,745 for the term of the contract.
7. The Library does not have the appropriate staff in its employ to provide Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room. Staff therefore requests that the Board find that the services are professional, expert, and technical services of a temporary and occasional nature, and that it is more feasible to have this work performed by independent contractors than by City employees.
8. Funds are available in Contractual Services Account 3040 to compensate Golden Star Technology, Inc. for services in accordance with the proposed contract.
9. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing.

Attachments

Project Manager: Alex Mui, Director of Systems

Prepared by: Erica Thomsen, Management Aide
Deirdre Gomez, Sr. Management Analyst (Retired)

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

RESOLUTION

February 22, 2024

LIBRARY RESOLUTION NO. 2024-__ (C-__)

WHEREAS, on October 26, 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 Project No. 2 - Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room. (Library Resolution No. 2023-41).

WHEREAS, the RFP was released on October 30, 2023, and a mandatory pre-proposal conference was held on November 15, 2023; and, on December 21, 2023, the Library received one proposal for this project.

WHEREAS, an evaluation panel of Library employees evaluated the proposal based on the criteria set forth in the RFP and ranked Golden Star Technology, Inc., as meeting the needs as described in the Scope of Work for Project No. 2 for the Library.

WHEREAS, on February 22, 2024, 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, on February 22, 2024, the Board approved the award of a contract to Golden Star Technology, Inc., for a term of three years.

WHEREAS, funds are available to compensate Golden Star Technology, 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 Golden Star Technology, Inc., to provide Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room; and

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:

**CONTRACT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
GOLDEN STAR TECHNOLOGY, INC
FOR
MAIN UNINTERRUPTIBLE POWER SUPPLY (UPS)
FOR THE
CENTRAL LIBRARY'S COMPUTER SERVER ROOM**

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 GOLDEN STAR TECHNOLOGY, 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 telecommunication equipment and services at the Central Library;

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

WHEREAS, on October 26, 2023, the Board approved the release of a Request for Proposals for Library E-Rate Projects (RFP) to allow contractors to competitively bid on either of two projects. The projects meet the requirements for E-Rate and are eligible for FCC funding (Library Resolution No. 2023-41);

WHEREAS, on October 30, 2023, the RFP was released and a Mandatory Pre-Proposal Conference was held on November 15, 2023. On December 21, 2023, the Library received one proposal for Project No. 2 to provide Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room;

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

WHEREAS, on February 22, 2023, the Board approved the award of a contract with the Contractor for E-Rate Project No. 2 to provide Main Uninterruptible Power Supply (UPS) for the Central Library's Computer Server Room.

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 Scope of Work (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 Scope of Work (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 three years or upon completion of the project, whichever is shorter, and shall be subject to earlier termination by the Library should E-Rate or project not be funded by the FCC. The term of this Contract shall begin upon the date of execution.

5.0 SCOPE OF WORK

The Contractor will replace two uninterruptible power supplies (UPS) for the main data center in the computer server room at the Central Library. The Contractor shall provide materials and services to the Library as proposed and described in detail in Exhibit B. The scope of work has been amended to remove Exclusions No. 1 and No. 2 from the Proposal submitted by the Contractor, such that these two items are now included in the scope of work to be performed.

6.0 PAYMENT

- 6.1 The Contractor shall not incur any costs (e.g., for labor, equipment, materials or other expense), 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 total contract amount shall not exceed \$830,745 during the term of this Contract.
- 6.3 The Contractor will file a Service Provider Invoice with the USAC seeking reimbursement for the discounted portion of the project costs. The Contractor will invoice the Library for the remaining portion of the costs. Library shall not be liable for any payment owed to Contractor by the USAC or FCC.
- 6.4 The Library does not represent itself as an agent of the FCC or USAC and will not act in any advisory or advocacy role between the Contractor and FCC or USAC.

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
 - g) The Library portion of E-Rate amount to be paid
 - h) USAC portion of E-Rate amount to be paid. The Contractor must submit a separate invoice to USAC for payment
- 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: Christopher Ma (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 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: Min Joo
Title: Senior Account Executive
Address: 12881 166th Street
Cerritos, California 90703
Telephone: (562) 345-8744
Email: mjoo@gstes.com

LIBRARY'S REPRESENTATIVE

Name: Christopher Ma
Title: Senior Systems Analyst II
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7029
Email: cma@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.

The FCC and USAC require E-Rate Program 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 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.

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 _____
MIN JOO
Senior Account Executive
Golden Star Technology, Inc.

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL M. BORDEN
Secretary to the Board

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____

Date _____