

A G E N D A

Board of Library Commissioners City of Los Angeles

Thursday, July 25, 2019

CENTRAL LIBRARY
Board Room, 4th Floor
630 W. 5th Street
Los Angeles, CA 90071

TIME: 11:00 A.M.

Agenda: In compliance with Government Code Section 54957.5, you may view the agenda its attachments at the Information Desk of the Central Library and online at www.lapl.org/about-lapl/board-library-commissioners. Some large agreements or attachments that may not be viewable on the website will be available in their entirety at the Information Desk of the Central Library and provided at the Board Meeting.

1. Roll Call

2. Recommendation to continue approval of the Minutes of the July 11, 2019 Regular Meeting

3. Public Comments (Matters within the Board's Jurisdiction)

(In accordance with Board Policy, a total of 15 minutes shall be allocated for public comment not to exceed three (3) minutes per speaker. Items arising during the public comment portion of the meeting may be referred by the President to the staff or Board Committee for appropriate action or report back thereon to the Board.)

4. City Librarian's Comments and Announcements

5. City Librarian's Reports

Consent Items

There are no Consent Items.

Board Discussion

- a. Recommendation to approve a Consulting Services Agreement with Sutherland Consulting Group dba EdTechnologyFunds, Inc. for assistance with E-Rate application and project implementation (EXHIBIT "A")
- b. Recommendation to approve release of Request for Proposals (RFP) to solicit bids for E-Rate Category 2 Information Technology projects (EXHIBIT "B")

6. **Presentation:** Explore L.A.
7. **Various Communications:** None
8. **Commissioners' Comments, Announcements and Review of Matters Pending**
 - a) Election of Officers – Fiscal Year 2019-20
9. **Adjournment**

NEXT BOARD MEETING NOTICE

The next regular meeting of the Board is scheduled for Thursday, **August 8, 2019**, at the **CENTRAL LIBRARY**, 630 W. Fifth Street, Los Angeles, CA 90071, convening at **11:00 A.M.**

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

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Sign language interpreters, communication access real-time transcription (CART), assistive listening devices or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For Sign Language Interpreters is strongly recommended to make the request five (5) or more business days prior to the meeting. For additional information, please contact the Board Office at (213) 228-7530.

Rules of Decorum: Persons addressing the Commission shall not utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. The Presiding Officer has the authority to issue a warning to a person violating the Rules. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person failing to leave after being ordered to do so by the Presiding Officer and who willfully resists, delays or obstructs removal by the Sergeant-at-Arms, may be subject to arrest for violation of the Penal Code or Los Angeles Municipal Code. (Rev.11/2018)


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

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT A

July 25, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **APPROVAL TO CONTRACT WITH AN E-RATE CONSULTANT**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve a Contract with Sutherland Consulting Group dba EdTechnologyFunds, Inc., (Contractor) for assistance with the preparation and development of Request for Proposal (RFP) documents, application for federal funds, contract development, and project implementation for E-Rate Category 2 Information Technology Projects, substantially in conformance with the attached proposed contract;
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 economical and feasible to have this work performed by an independent contractor than by City employees; and that competitive bidding is not advantageous because the Library can enter into a Contract with the Contractor on an existing scope of work established by the City of Riverside;
3. Authorize the City Librarian and City Attorney to make any technical changes, if needed, to this Contract;
4. Authorize the President of the Board to execute this Contract upon completion of the Mayor's Office review in accordance with Executive Directive No. 3; and,
5. Adopt the attached Resolution regarding the award and execution of the Contract between the Board and Contractor.

B. SUMMARY:

1. The Federal Communications Commission makes federal funds available to schools and libraries for telecommunications services through a competitive program known as E-Rate.

2. Library staff is requesting approval to enter into a Contract with a consulting firm, Sutherland Consulting Group dba EdTechnologyFunds, Inc., with extensive experience with E-Rate applications and contracts with similar municipal library systems in Southern California cities and counties including the City of Riverside and San Diego and Los Angeles Counties.
3. The objective of the Contract is to obtain pre-funding and support services, RFP development, competitive bidding support, E-Rate application forms and submission, federal funding award support, E-Rate program compliance services, administrative services, and digital tools for the potential implementation of up to 11 E-Rate projects that will provide disaster recovery, re-cabling, network switches and wireless access point upgrades, annual licenses and maintenance, Central Library data center uninterrupted power supply (UPS) replacement, and replacement of all Library intermediate distribution frame UPS.
4. The Library does not have staff with sufficient qualifications and experience to provide the temporary specialized services described in the Contract. The work described in the Contract requires specialized knowledge of the federal E-Rate application process, forms, deadlines, documentation retention, affidavits, filing strategies, requirements documentation, public posting, compliance and administrative support, and project proposer compliance with E-Rate rules. Therefore, it is more feasible to have the work performed by independent contractors than by City employees.
5. The City of Riverside engaged in a Contract with the Contractor that identified 31 subtasks associated with E-Rate project support, of which the Library will require assistance with 25, and the City of Riverside has confirmed the Contractor to be an expert and highly satisfactory E-Rate services provider.
6. The term of the proposed agreement will be for three years and will be subject to termination by the Library if E-Rate projects are not funded in ensuing fiscal years, or if insufficient matching funds from the Library are available; the total cost of the Contract is proposed to be \$38,645. Sufficient funds are available in the Library's Contractual Services Account No. 3040 to compensate the Contractor for the services described in the Contract.
7. The contract has been reviewed by the City Attorney and is ready to be approved.

Attachments

Prepared by: Deirdre Gomez, Senior Management Analyst

Reviewed by: Trina Unzicker, Library Assistant Business Manager
Madeleine M. Rackley, Library Business Manager
Andy Vuong, Director of Systems

**BOARD OF LIBRARY
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**LOS ANGELES
PUBLIC LIBRARY**
ADMINISTRATIVE OFFICES

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

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

JOHN F. SZABO
CITY LIBRARIAN

July 25, 2019

LIBRARY RESOLUTION NO. 2019-XX (C-XX)

WHEREAS, the Los Angeles Public Library (Library), wishes to provide federally-funded E-Rate projects that include disaster recovery, re-cabling, network switches and wireless access point upgrades, annual licenses and maintenance, Central Library data center uninterrupted power supply (UPS) replacement, and replacement of all Library intermediate distribution frame UPS; and

WHEREAS, the Sutherland Consulting Group dba EdTechnologyFunds, Inc. (Contractor) provides assistance with the preparation and development of Request for Proposal (RFP) documents, application for federal funds, contract development, and project implementation for E-Rate Category 2 Information Technology Projects; and

WHEREAS, the Library seeks a Contract for professional consulting services to assist the Library with E-Rate Category 2 Information Technology Projects; and

WHEREAS, the Contractor has the experience, expertise and ability to provide comprehensive E-rate program support and management for the E-Rate Projects to meet the needs of the Library; and

WHEREAS, the City of Riverside engaged in a Contract with the Contractor that identified 31 subtasks associated with E-Rate project support, of which the Library will require assistance with 25, and the City of Riverside has confirmed the Contractor to be an expert and highly satisfactory E-Rate services provider; and

WHEREAS, the Library wishes to use the services delineated within City of Riverside's Contract No. 0021897 that identified 31 subtasks associated with E-Rate project support; of which the City will require assistance with 25 and the City of Riverside has confirmed the Contractor to be an expert and highly satisfactory E-Rate services provider; and

WHEREAS, the Board of Library Commissioners finds, 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 economical and feasible to have this work performed by an independent contractor than by City employees; and that competitive bidding is not advantageous because the Library is entering into a Contract with the Contractor on an existing scope of work established by the City of Riverside; and

WHEREAS, funds are available in Account 3040 of the Library's operating budget to compensate Contractor for these services:

THEREFORE, BE IT RESOLVED, that the Board of Library Commissioners approve a Contract between the Library and Contractor for a term of three years to provide consulting services for E-Rate Category 2 Information Technology Projects; and

FURTHER RESOLVED, that the City Librarian and City Attorney be authorized to make technical changes, as needed, to the Contract; and

FURTHER RESOLVED, that the President of the Board of Library Commissioners is authorized to execute the Contract upon completion of the Mayor's Office review in accordance with Executive Directive No. 3.

This is a true copy:

Raquel M. Borden
Commission Executive Assistant

Adopted by the following votes:

AYES:

NOES:

ABSENT:

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

**SUTHERLAND CONSULTING GROUP
DBA EDTECHNOLOGYFUNDS, INC.**

FOR

**E-RATE APPLICATION, SUPPORT, MONITORING, and CONSULTING SERVICES
FOR THE LOS ANGELES PUBLIC LIBRARY**

Said Agreement is Number C-XXXXXX

**PROFESSIONAL SERVICES AGREEMENT
E-RATE APPLICATION, SUPPORT, MONITORING, AND CONSULTING SERVICES**

Table of Contents

| <u>Section</u> | <u>Description</u> | <u>Page</u> |
|-----------------------|---|--------------------|
| 1.0 | Parties to the Agreement and Representatives | 1 |
| 2.0 | Term of Agreement | 3 |
| 3.0 | Services to be Provided | 3 |
| 4.0 | Non-Exclusive Agreement..... | 4 |
| 5.0 | Compensation and Method of Payment | 4 |
| 6.0 | Independent Contractor..... | 5 |
| 7.0 | Retention of Records..... | 5 |
| 8.0 | No Third-Party Beneficiaries..... | 5 |
| 9.0 | Confidentiality..... | 5 |
| 10.0 | Contractor's Interaction with the Media | 6 |
| 11.0 | Requirements Apply to All Subcontractors | 6 |
| 12.0 | Continued Requirements..... | 6 |
| 13.0 | Border Wall Bid Disclosure..... | 7 |
| 14.0 | Disclosure of Contracts and Sponsorship of the NRA..... | 7 |
| 15.0 | Standard Provisions | 7 |
| 16.0 | Order of Precedence | 7 |
| 17.0 | Entire Agreement | 7 |
| | Signature Page | 16 |

ATTACHMENTS

Attachment A – Standard Provisions (Rev. 10/17 [v.3])

Attachment B – Fee Schedule

Attachment C – Confidentiality Agreement

Attachment D – City of Riverside Contract No. 18-1212 Scope of Services

**AGREEMENT NUMBER C-XXXXXX
BETWEEN
THE CITY OF LOS ANGELES
AND
SUTHERLAND CONSULTING GROUP DBA EDTECHNOLOGYFUNDS, INC.
FOR ASSISTANCE WITH E-RATE APPLICATION AND MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), by and through the Board of Library Commissioners (Library), and Sutherland Consulting Group dba EDTechnologyFunds, Inc. a for-profit corporation ("Contractor") (collectively, the "Parties," or individually, a "Party").

WHEREAS, the City seeks an agreement for professional consulting services to assist the Library with a grant application and Request for Proposal (RFP) development, contract development, and implementation related to the Federal Communications Commission (FCC) E-Rate Category 2 Information Technology Projects (E-Rate); and,

WHEREAS, the Library desires to qualify for 85 percent of the discounts provided by the FCC through E-Rate for telecommunications, Internet access and internal connections to eligible schools and libraries to better serve the public; and,

WHEREAS, Contractor has the experience, expertise and ability to provide comprehensive E-Rate program support and management for the E-Rate Projects to meet the needs of the Library; and,

WHEREAS, the Library wishes to use the services delineated within City of Riverside's Contract No. 0021897 that identified 31 subtasks associated with E-Rate project support; of which the City will require assistance with 25, and the City of Riverside has confirmed the Contractor to be an expert and highly satisfactory E-Rate services provider; and,

WHEREAS, the Board of Library Commissioners at their July 25, 2019 meeting found that, in accordance with Charter Sections 371(e)(10) and 1022 that it is more feasible to have this work performed by independent contractors rather than by City employees, and approved that the Library enter into this Agreement; and,

WHEREAS, funds are available in Account 3040 and Account 831 of the Library's operating budget to compensate CONTRACTOR for the services in accordance with this AGREEMENT.

NOW THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the parties agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

- 1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012, by and through the Library, having its principal office at 630 W. 5th Street, Los Angeles, CA 90071.
- 1.1.2 Contractor, a for-profit corporation, having its principal address at 2400 N. Lincoln Avenue, Altadena, CA, 91001.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

- 1.2.1 The City's representative is, unless otherwise stated in the Agreement:

Trina Unzicker, Assistant Business Manager
630 W 5th Street
Los Angeles, California 90071
(213) 228-7462
kunzicker@lapl.org

Invoices should be sent to:

Deirdre Gomez, Senior Management Analyst
630 W 5th Street
Los Angeles, California 90071
(213) 228-7422
dgomez@lapl.org

- 1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

Barbara Sutherland, CEO
2400 N. Lincoln Avenue
Altadena, CA 91001
Phone: (888) 379-7538
info@edtechnologyfunds.com

- 1.3 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.
- 1.4 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 (5) business days of such change.

2.0 TERM OF AGREEMENT

The term of this Agreement will begin on July 1, 2019 and will terminate on June 30, 2022, unless terminated earlier as provided herein.

2.1. Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

3.0 SERVICES TO BE PROVIDED

Upon award of the contract, the Contractor will be required to provide the following services on an as-needed basis:

- 3.1 Provide services as described in the Scope of Work Document that appears as Attachment D to this Contract and is inclusive of 25 of 31 tasks delineated in Contract No. 18-1212 between Contractor and the City of Riverside. The 25 tasks Contractor will provide the Library are noted as "requested" in the margin next to the task. These tasks are related to pre-funding services, support services for prior-year funding, RFP development, competitive bidding support, application forms and submission, funding award support, E-Rate program compliance services, administrative services, and digital tools; and,
- 3.2 Provide the contracted service in a timely, accurate, and efficient manner, at the same time services are requested.

4.0 NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement to provide services to the City and that the City has entered into contracts with other contractors. Attorneys with the City, and their support staff, may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The City will pay the Contractor for satisfactory services rendered on an annual basis in a total amount not to exceed \$38,645 based on the Fee Schedule attached to this Contract as Attachment A.

The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

5.2 Method of Payment

5.2.1. Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with the fee schedule that appears in Section 5.0 of this Contract and the other conditions and provisions of this Section within 30 calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

1. Date of invoice
2. Invoice number
3. Agreement number
4. Description of services, including, but not limited to:
 - a) Date of Assignment
 - b) Matter Name and Matter Number
5. Number of Pages, if any, and Rate for Service
6. Amount of invoice

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

- 5.2.2** The Contractor shall notify the Business Office within 10 business days when 80% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address listed below:

Deirdre Gomez, Senior Management Analyst
630 W 5th Street
Los Angeles, California 90071
dgomez@lapl.org

6.0 INDEPENDENT CONTRACTOR

Contractor's relationship to City 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 connections 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.

7.0 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 forty-eight (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 forty-eight (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.

8.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to 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.

9.0 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.

The Contractor shall ensure that each worker sent on an assignment under this Agreement has executed a Confidentiality Agreement prior to commencing any such assignment. Contractor agrees to provide the signed Confidentiality Agreement to the City prior to all workers commencing any assignment. The Confidentiality Agreement to be used is attached hereto as Attachment C. The Contractor is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

10.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

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

11.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Section 9.0 and 10.0 are provided to and apply to all subcontractors of this Agreement.

12.0 CONTINUED REQUIREMENTS

The requirements of this Section 9.0, 10.0, and 11.0 survive termination of the Agreement.

13.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City 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.labavn.org.

14.0 DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NRA

The Contractor shall comply with Los Angeles Administrative Code Section 10.52 *et seq.*, "Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all contracts and sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

15.0 STANDARD PROVISIONS

The Contractor must comply with the Standard Provisions for City Contracts (Rev. 10/17) [v3], attached to this Agreement as Attachment A and incorporated herein by reference.

16.0 ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the body of this Agreement and the attachments or exhibits to this Agreement, the order of precedence is as follows: the body of this Agreement, followed by the Standard Provisions for City Contracts (Rev. 10/17) [v.3], followed by other attachments or exhibits in descending numerical or letter order.

17.0 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 (3) duplicate originals, each of which is deemed to be an original.

[Signature page follows.]

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

THE CITY OF LOS ANGELES,
a Municipal Corporation

Sutherland Consulting Group, dba
EdTechnologyFunds, Inc.

By: _____
BÍCH NGOC CAO
President
Board of Library Commissioners

By: _____
BARBARA SUTHERLAND
CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
BASIA JANKOWSKI
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number _____
Internal Revenue Service Taxpayer Identification Number _____
Agreement Number C-XXXXXX

Agreement between the City of Los Angeles and EdTechnologyFunds, Inc. ("ETF")

Fee Schedule

August 2019

Pre-Funding Services and Various Support Services

Amount to be Billed: \$18,645

| |
|---|
| 1. Submit Letter of Agency (LOA) to be an authorized communicator for the Los Angeles Public Library (LAPL). |
| 2. Establish timeline and filing strategy. |
| 3. Register new entities as needed. |
| 4. Update EPC with library data as needed. |
| 5. Verify E-Rate discounts. |
| 6. Verify Category 2 Services budget for each LAPL site and modify as needed. |
| 7. Work with LAPL on compliance with CIPA. |
| 8. Gather and review supporting documentation for all funding awards. <ul style="list-style-type: none"> a. Form 470s and Requests for Proposals (RFPs) b. Proposals c. Bid matrices d. Scored vendor selection sheets e. Proof of payment |
| 9. Provide bid matrix support. |
| 10. Retain documents in ETF's ErateDocShare™ system per the FCC's Document Retention Policy. |
| 11. Provide services in support of the RFP process for funding requests. <ul style="list-style-type: none"> a. Meet with LAPL staff to discuss E-Rate funding needs. b. Develop/review equipment lists, scope of work, drawings, existing maintenance contracts for equipment, managed services, and maintenance services for Category 2 service funding requests. c. Prepare a comprehensive requirements document based on needs as determined by the LAPL's goals and needs. These documents will be used to communicate needs to E-Rate vendors during the competitive bidding process. |
| 12. Provide competitive bidding support. <ul style="list-style-type: none"> a. RFP Posting: ETF will post the approved RFP on the site of the E-Rate EPC portal. The RFP will be posted in parallel to the submission of the Form 470 and will be the opening of the competitive bidding window. All questions and answers received during the competitive bidding window will be posted on the ETF portal and on the EPC system so that all vendors receive the same information. b. Bid Evaluation and Competitive Bidding Matrix: ETF will deliver a comprehensive bid summary and bid scoring sheet for each service category requested to LAPL for scoring based on the evaluation criteria listed in the RFP along with all vendor proposals received. All vendor scoring and selections will be made by LAPL. c. Vendor Contracting Process: ETF will collect and review contracts, board approvals, Item 21 Attachments, and supporting documentation for selected vendors to ensure compliance with E-Rate rules. All contracts must be signed after a minimum competitive bidding window and prior to filing the Form 471. |

| |
|---|
| 13. Provide administrative support services. |
| <ul style="list-style-type: none">a. Provide an annual E-Rate funding summary of E-Rate awards and utilization.b. Provide E-Rate on-site program updates and consultations as required.c. Train staff as needed. |
| 14. Provide digital tools to support the LAPL E-Rate program. |
| <ul style="list-style-type: none">a. Establish an E-Rate-specific email address for the Los Angeles Public Library. Copies of all vendor correspondences will be automatically sent to this address and will be stored in the E-Rate web portal. |
| 15. Provide ongoing program compliance services. |
| <ul style="list-style-type: none">a. Submit Service Provider Identification Number ("SPIN") change requests as needed.b. Submit equipment substitution change requests as needed.c. Verify that all required documents are received per the FCC's 10-year Document Retention Policy.d. Retain documents on ETF's ErateDocShare™ system.e. Provide paper or electronic copies of all E-Rate documentation. |

August 2020 - Application Support Services and Award Funding Services
Amount to be Billed: \$12,000

- | |
|---|
| <p>16. Provide services during the E-Rate application submission process.</p> <ul style="list-style-type: none"> a. Form Submissions: Prepare and file Forms 470, 471, 472, 486, 500 as required for funding and ongoing matters with USAC. b. Review and Submit Item 21 Attachments: Work with vendors to verify information needed for Item 21 Attachment for services requested on Form 470. c. Document Retention: Per FCC Document Retention Policies, ETF will house all required documents in its online ErateDocShare™ system. d. Program Integrity Assurance ("PIA") Review Support: ETF will be the primary contact to USAC during the PIA review process and will work with LAPL and selected vendors to coordinated all responses for submission along with supporting documentation. |
| <p>17. Provide services after funding is awarded</p> <ul style="list-style-type: none"> a. Funding Verification: Review all funding commitments to verify alignment with original funding requests with PIA review adjustments. b. Form Filings: Prepare and submit Receipt of Service Confirmation and Children's Internet Protection Act Certification form (Form 486). c. Discount Activation/Reimbursement: Prepare/submit necessary documentation to ensure E-Rate discounts or reimbursements. d. Service Certification: Prepare/submit the Service Certification form. e. Verify Applicant Payments: Gather proof of payment of all E-Rate funded services. |
| <p>18. Provide administrative support services</p> <ul style="list-style-type: none"> a. Provide an annual E-Rate funding summary of E-Rate awards and utilization. b. Provide E-Rate on-site program updates and consultations as required. c. Train staff as needed. |
| <p>19. Provide ongoing program compliance services</p> <ul style="list-style-type: none"> a. Submit Service Provider Identification Number ("SPIN") change requests as needed. b. Submit equipment substitution change requests as needed. c. Verify all required documents are received per the FCC's 10-year document retention policy. d. Retain documents on ETF's ErateDocShare™ system. e. Provide paper or electronic copies of all E-Rate documentation. |

August 2021 - Award Funding Services
Amount to be Billed: \$8,000

| |
|--|
| <p>20. Provide services after funding is awarded.</p> <ul style="list-style-type: none">a. Funding Verification: Review all funding commitments to verify alignment with original funding requests with PIA review adjustments.b. Form Filings: Prepare and submit Receipt of Service Confirmation and Children's Internet Protection Act Certification form (Form 486).c. Discount Activation/Reimbursement: Prepare/submit necessary documentation to ensure E-Rate discounts or reimbursements.d. Service Certification: Prepare/submit the Service Certification form.e. Verify Applicant Payments: Gather proof of payment of all E-Rate funded services. |
| <p>21. Provide administrative support services.</p> <ul style="list-style-type: none">a. Provide an annual E-Rate funding summary of E-Rate awards and utilization.b. Provide E-Rate on-site program updates and consultations as required.c. Train staff as needed. |
| <p>22. Provide ongoing program compliance services.</p> <ul style="list-style-type: none">a. Submit Service Provider Identification Number ("SPIN") change requests as needed.b. Submit equipment substitution change requests as needed.c. Verify that all required documents are received per the FCC's 10-year document retention policy.d. Retain documents on ETF's ErateDocShare™ system.e. Provide paper or electronic copies of all E-Rate documentation. |

EXHIBIT "A"

SCOPE OF SERVICES

ATTACHMENT - 1 STATEMENT OF WORK

Sutherland Consulting Group, Inc. will provide the following services in support of RIVERSIDE PUBLIC LIBRARY's (Library) FY2019 and prior year's Category 2 Service requests:

Pre-Funding Services

| | |
|-------------|---|
| Required a. | Submit Letter of Agency (LOA) to be an authorized communicator for Riverside Public Library (RPL). |
| Required b. | Establish timeline and filing strategy. |
| Required c. | Register new entities as needed. |
| | d. Review library eligibility with state and E-Rate system. |
| Required e. | Update EPC with library data as needed. |
| Required f. | Verify E-rate discounts based on data from local school district |
| Required g. | Verify Category 2 Services budget for FY2019-20 for each library site and modify as needed. |
| Required h. | Work with <u>Riverside Public Library</u> on compliancy with Children's Internet Protection Act ("CIPA") (acceptable use policies and filtering). |

Support Services for FY2019 Term Funding

| | |
|-------------|--|
| Required a. | Gather and review supporting documentation for all funding awards : <ol style="list-style-type: none"> 1) Form 470s and Requests for Proposals (RFPs) 2) Proposals 3) Bid matrices 4) Scored vendor selection sheets 5) Proof of payment |
| Required b. | Bid matrix support |
| | c. Engage with vendors as needed to gather data as needed |
| | d. Create affidavits with supporting documents/emails as needed |
| | e. Reconcile vendor invoices as needed |
| Required f. | Retain documentation in Sutherland Consulting Group, Inc.'s ErateDocShare™ system per FCC's Documentation Retention Policy |

Request for Services & Proposal (RFP) Development

This section details the services to be rendered in support of the Request for Proposal (RFP) process For funding requests.

- Required a. Meet with Library staff to discuss E-Rate funding needs
- Required b. Develop/review list of Internal Connections equipment, managed services, and maintenance services needed for Category 2 service funding requests.
- Required c. A comprehensive requirements document based on needs as determined by the library's goals and needs. These documents will be used to communicate needs to E-Rate vendors during the competitive bidding process.

Competitive Bidding Support

This section details the services to be rendered in support of the required 28-day minimum competitive bidding process.

- Required a. **RFP Posting:** Sutherland Consulting Group, Inc. will post the approved RFP on the site on E-Rate EPC portal, Newspaper Ad, and District website (if available). The RFP will be posted in parallel to the submission of the Form 470 and will be the opening of the Competitive Bidding Window. All questions and answers received during the Competitive Bidding Window will be posted on Sutherland Consulting Group, Inc.'s portal and on the EPC system so that all vendors receive the same information.
- Required b. **Bid Evaluation and Competitive Bidding Matrix:** A comprehensive competitive bidding matrix for each service requested will be delivered to the District for scoring based on the evaluation criteria listed in the RFP along with all vendor proposals received. *All vendor scoring and selections will be made by RPL.*
- Required c. **Vendor Contracting Process:** Sutherland Consulting Group, Inc. will collect and review contracts, board approvals, Item21 Attachments, and supporting documentation for selected vendors to ensure compliancy with E- Rate rules. *All contracts must be signed after a minimum 28-day Competitive Bidding Window and prior to filing the Form 471.*

Application/Form Submission

This section details the services that will be provided during the E-Rate application submission process.

- Required a. **Form Submissions:** Prepare and file Forms 470, 471, 472, 486, 500 to the Schools and Libraries Division of the Universal Service Administrative Company ("SLD") as required for funding and on-going matters with USAC.
- Required b. **Review and Submit Item 21 Attachments:** Work with vendors to verify information needed for Item21 Attachment for services requested on Form 470.
- Required c. **Documentation Retention:** Per FCC Documentation Retention Policies, Sutherland Consulting Group, Inc. will house all required documents in its online ErateDocShare™ system.
- Required d. **Program Integrity Assurance ("PIA") Review Support:** Sutherland Consulting Group, Inc. will be the primary contact to USAC during the PIA review process and will work with **RPL** and

selected vendors to coordinate all responses for submission along with supporting documentation.

Funding Award Support (Funding Award Support)

This section details the services that will be provided after funding is awarded.

- Required a. **Funding Verification:** Review all funding commitments to verify alignment with original funding requests with PIA review adjustments.
- Required b. **Forms Filings:** Prepare and submit Receipt of Service Confirmation and Children's Internet Protection Act Certification Form (Form 486)
- Required c. **Discount Activation/Reimbursement:** Prepare/submit necessary documentation to ensure E-Rate discounts or reimbursements.
- Required d. **Service Certification:** Prepare/submit the Service Certification form.
- e. **Invoice Reconciliation:** Review and reconcile vendor invoices to funding awards.
- Required f. **Verify Applicant Payments:** Gather proof of payment for all E-rate funded services.

E-Rate Program Compliance Services

This section lists on-going program compliance services.

- Required a. Submit Service Provider Identification Number ("SPIN") change requests as needed.
- Required b. Submit equipment substitution change requests as needed.
- c. Support Payment, Selective, CIPA, and other reviews for FY2019 (and prior year's) as needed.
- d. File necessary appeals on behalf of library as needed.
- Required e. Verify all required documents are received per the FCC's 10-year documentation retention policy
- Required f. Retain on Sutherland Consulting Group, Inc. E-rateDocShare™ system
- Required g. Provide paper or electronic copies of all E-rate documentation

Administrative Support (Administrative Support)

This section details administrative support services that will be rendered.

- Required a. Provide an annual E-Rate funding summary of E-Rate awards and utilization
- Required b. Provide E-Rate on-site E-Rate Program Updates and consultations as requested
- Required c. Train staff as needed

Digital Tools

This section provides information on the digital tools used to support the Riverside Public Library E-Rate Program.

- Required a. Establish an E-Rate specific Riverside Public Library email address riverside.erate@edtechnologyfunds.com. Copies of all vendor correspondences will be automatically sent to you and will be stored into the E-Rate web portal

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT B

July 25, 2019

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **AUTHORIZATION TO APPROVE AND RELEASE REQUEST FOR PROPOSALS TO SOLICIT BIDS FOR E-RATE PROJECTS**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners:

1. Authorize the City Librarian, or designee, to approve and release a Request for Proposals (RFP), substantially in the form attached, to solicit bids for various systems projects to be funded under the Federal Communications Commission's (FCC) E-Rate Category 2 Information Technology Projects (E-Rate);
2. Find, in accordance with Charter Sections 371(e)(10) and 1022 that it is more economical and feasible to have the work performed by independent contractors than by City employees;
3. Require that proposals be submitted to the Office of the Board of Library Commissioners, 630 West Fifth Street, Los Angeles, CA 90071, at a date and time selected by the City Librarian, or designee; and,
4. Adopt the attached Resolution to approve the release of a RFP to solicit bids for E-Rate Category 2 Information Technology Projects as described in the RFP.

B. SUMMARY:

1. The FCC makes funding available to schools and libraries for telecommunications services through a program known as E-Rate.
2. Library staff is requesting approval to release an RFP to allow contractors to competitively bid on various systems projects that meet the E-Rate requirements and are eligible for receipt of FCC funds.
3. The objective of the RFP is to identify qualified and experienced vendors to supply a variety of equipment and services described in the RFP for 11 projects to provide disaster recovery, re-cabling, network switches and wireless access points upgrades, annual licenses and maintenance, replace the Central Library data center uninterrupted power sources (UPS) and all LAPL intermediate distribution frame UPS. The selected contractor(s) will be reimbursed for up to 85 percent of the project costs. The Library will provide matching funds of up to 15 percent of the project costs.

4. The Library does not have staff with sufficient qualifications and experience to provide the temporary specialized services described in the RFP. The RFP requests that the selected contractor(s) provide training to staff to operate the resultant projects and perform minor maintenance associated with the implementation of the projects, and that service agreements be included as needed should significant maintenance and/or repairs be necessary. Further, it is more economical and feasible to have the work performed by independent contractors than by City employees.
5. The term of the proposed agreement(s) will be for three years and will be subject to termination by the Library if E-Rate funds are not provided in the ensuing fiscal year(s), or if insufficient matching funds from the Library are unavailable. It is anticipated that sufficient matching funds will be available in the Library's Contractual Services Account No. 3040 between 2020-21 and 2022-23 to compensate selected contractors for the services described in the RFP. In any case, no work will commence until the Library confirms receipt of E-Rate funding and sufficient funds within the Account No. 3040 to proceed.
6. The RFP has been reviewed by the City Attorney and is ready to be released.

Attachments

Prepared by: Deirdre Gomez, Senior Management Analyst

Reviewed by: Madeleine M. Rackley, Library Business Manager
Andy Vuong, Director of Systems
Trina Unzicker, Library Assistant Business Manager

**BOARD OF LIBRARY
COMMISSIONERS**

BÍCH NGOC CAO
PRESIDENT

KATHRYN EIDMANN
VICE-PRESIDENT

DALE FRANZEN
MAI LASSITER
JOSEFA SALINAS

RAQUEL M. BORDEN
BOARD EXECUTIVE ASSISTANT

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

**LOS ANGELES
PUBLIC LIBRARY
ADMINISTRATIVE OFFICES**

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

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

JOHN F. SZABO
CITY LIBRARIAN

July 25, 2019

LIBRARY RESOLUTION NO. 2019-XX (C-XX)

WHEREAS, the Los Angeles Public Library (Library), provides digital transmission services to the public and Library staff; and

WHEREAS, the Federal Communications Commission makes funding available to schools and libraries for telecommunications services through a program known as E-Rate, and a Request for Proposals (RFP) process is required to allow contractors to competitively bid on various systems projects that meet the E-Rate requirements and are eligible for receipt of FCC funds; and

WHEREAS, the Library wishes to compete for an estimated \$5 million in E-Rate funds available through federal Universal Service Fund proceeds:

RESOLVED, that the Board of Library Commissioners authorize the City Librarian, or designee, to approve the Request for Proposals (RFP) for various E-Rate systems projects, authorize the release of the RFP, and advertise the RFP to potential proposers; and

RESOLVED, that the Board of Library Commissioners finds, in accordance with Charter Sections 371(e)(10) and 1022, that it is more economical and feasible to have the work performed by independent contractors than by City employees; and

FURTHER RESOLVED, that proposals must be submitted to the Office of the Board of Library Commissioners, 630 West Fifth Street, Los Angeles, CA 90071, at a date and time selected by the City Librarian, or designee.

This is a true copy:

Raquel M. Borden
Board Executive Assistant

Adopted by the following votes:

AYES:
NOES:
ABSENT:

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

REQUEST FOR PROPOSALS

RFP No. 44-020

TO PROVIDE

**VARIOUS SYSTEMS UPGRADES THROUGH THE
E-RATE PROGRAM**

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

REQUEST FOR PROPOSALS

VARIOUS SYSTEMS UPGRADES THROUGH THE E-RATE PROGRAM

| | |
|---|---|
| Date Request for Proposals (RFP) Issued: | August ____, 2019 |
| | |
| Title: | RFP No. 44-020 Various Systems Upgrades |
| | |
| Description: | The Los Angeles Public Library (LAPL) is seeking an experienced contractor to provide various systems upgrades that are potentially eligible for E-Rate funding. |
| | |
| Eligibility to Apply | Individuals or firms must have a minimum of five (5) years' experience providing the type of service described within this RFP. |
| | |
| Website Address: | http://labavn.org Proposers should register on the Los Angeles Business Assistance Virtual Network (LABAVN) before they can access the RFP and updates. The Business Inclusion Program (BIP) outreach should be completed 15 days prior to the RFP due date. |
| | |
| Initial Term: | Three (3) years subject to earlier termination by the Library should E-Rate not be funded. |

| | |
|---|---|
| Key Dates: | |
| Proposal Due: | DAY / DATE / TIME |
| Mandatory Pre-proposal Conference Date: | DAY / DATE / TIME |
| Conference Location: | Los Angeles Public Library Board Room of Library Commissioners 630 W. Fifth St., 4 th Floor Los Angeles, CA 90071 |
| Mandatory Site Walkthrough | DATE/TIME/LOCATION to be given at Mandatory Pre-Proposal Conference |
| Tentative Starting Time for Contract: | DATE |
| RFP Administrator: | Deirdre Gomez (213) 228-7422 dgomez@lapl.org |

**REQUEST FOR PROPOSALS
VARIOUS SYSTEMS UPGRADES**

TABLE OF CONTENTS

| | |
|---|----|
| A. Purpose of Request for Proposal..... | 5 |
| 1. Introduction..... | 5 |
| 2. About LAPL..... | 5 |
| B. Contents of the Submitted Proposal..... | 6 |
| 1. Cover Letter and Executive Summary..... | 6 |
| 2. Description of Proposer..... | 6 |
| 3. Project Proposal Requirements..... | 7 |
| 4. Mandatory City Contract Requirements and Compliance Documents..... | 9 |
| C. Proposal Submission and Requirements..... | 16 |
| 1. In Writing and Delivery..... | 16 |
| 2. Responsibility for Timely Submission of Proposal..... | 17 |
| 3. Withdrawal of Proposal..... | 17 |
| 4. The City's Rights of Rejection and Withdrawal of RFP..... | 17 |
| 5. Mandatory Pre-Proposal Conference..... | 17 |
| 6. Mandatory Site Walkthrough..... | 18 |
| 7. Proposal Format..... | 18 |
| D. Service Provider Requirements..... | 18 |
| E. Basis of Evaluation..... | 19 |
| 1. Proposer Qualifications and Relevant Experience..... | 19 |
| 2. Proposal Responsiveness Criteria..... | 19 |
| 3. Evaluation Process..... | 20 |
| 4. Evaluation and Selection Process..... | 21 |
| 5. Appeals Process..... | 21 |
| F. General Conditions..... | 21 |
| 1. Acceptance and Disposition of Proposals..... | 21 |
| 2. California Public Records Act..... | 21 |
| 3. RFP Revisions..... | 22 |
| 4. Transfers, Joint Ventures and Use of Subcontractors..... | 22 |
| 5. Information Requested and Not Furnished..... | 22 |
| 6. Alternatives..... | 22 |
| 7. Proposal Errors..... | 23 |
| 8. Interpretation and Clarifications..... | 23 |
| 9. Cost of Proposal Preparation..... | 23 |
| 10. Americans with Disabilities Act..... | 23 |
| 11. Contact for Information..... | 23 |
| 12. Standard Provisions for City Contracts..... | 23 |
| 13. Important Dates..... | 24 |

Attachments

- Attachment A - Project Description and Scope of Work
- Attachment B - Proposer Checklist
- Attachment C - Standard Provisions for City Contracts (Rev. 10/17 [v.3])
- Attachment D - Mandatory Compliance Documents

- D.1 Declaration of Non-Collusion
- D.2 Contractor Responsibility Ordinance (CRO)
- D.3 Contractor Responsibility Ordinance Questionnaire
- D.4 Contractor Responsibility Ordinance Pledge of Compliance
- D.5 Living Wage Ordinance (LWO) and Amendments
- D.6 LWO Employee Information
- D.7 LWO Subcontractor Declaration of Compliance
- D.8 LWO Subcontractor Information Form
- D.9 LWO Non-Coverage Exemption Application (if applicable)
- D.10 Service Contractor Worker Retention Ordinance (SCWRO) and Amendments
- D.11 SCWRO Application for Non-Coverage or Exemption (if applicable)
- D.12 Child Support Assignment Orders Ordinance
- D.12a Child Support Certification of Compliance
- D.13 City of Los Angeles Contract History
- D.14 City of Los Angeles Residence Information
- D.15 Bidder Certification CEC Form 50 (Rev. Feb 2014)
- D.16 Bidder Contribution CEC Form 55 (Rev. October 2013)
- D.17 Insurance Requirements
- D.18 BIP Outreach Process
- D.19 Local Business Preference Program
- D.20 Iran Contracting Act of 2010
- D.21 Equal Benefits Ordinance/First Source Hiring Ordinance Form
- D.21a Equal Benefits Ordinance Rules and Regulations
- D.21b First Source Hiring Rules and Regulations to Implement
- D.22 Disclosure Ordinances
- D.23 Business Tax Registration Certificate (BTRC)
- D.24 Proof of IRS/Federal Tax ID Number (W-9) Form

A. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

1. Introduction

The Los Angeles Public Library (LAPL) is seeking proposals from qualified vendors for the purpose of obtaining equipment and services for various systems upgrades for the Central Library and 72 Branch Libraries which may be located at this link <https://www.lapl.org/branches>:

Project 1: Disaster Recovery (DR) at Mid-Valley Regional Branch Library

Project 2: New Power Connection and UPS for the Disaster Recovery (DR) Equipment Rack at Mid-Valley Regional Branch Library

Project 3: Disaster Recovery (DR) for Aruba Wireless System for Central Library and Branch Libraries

Project 4: Network CAT6 Data Re-cabling of 20 Branch Libraries

Project 5: Network L2 & L3 Switches for Central Library and Branch Libraries (Total 73 switches - Pio Pico Branch has 2 switches)

Project 6: Aruba Networks Wireless Access Points Upgrade-Refresh for Central Library and Branch Libraries (new WPA3 capable)

Project 7: Network annual licenses & maintenances

Project 8: Main UPS - Uninterruptible Power Supply for Central Library's computer server room supplying power to all equipment inside the computer server room.

Project 9: UPS - Uninterruptible Power Supply for Central Library and Branch Library IDF's (Communication Rooms)

Project 10: Central Library IDF's network cabling clean up

Project 11: Central Library CAT6 Network Data Cabling and Mounting for Wireless Access Points and Algo Speakers

Proposers may submit a proposal to be considered for any number of the projects listed above or for all of the projects listed above. Each project proposal must include the cost for that project. Should a Proposer submit a proposal for more than one project, the proposal must clearly state whether or not the work described in the submitted proposal and the costs for the proposed projects are contingent upon being selected for all of the projects which have been submitted. For example: Should a proposer submit a proposal for Projects 1, 3, 5, 7, the proposal must clearly state that the work included in the proposal and the associated project costs are contingent upon the award of the four projects, if applicable.

Instructions for proposing are listed in Section B ("Contents of the Submitted Proposal") of this RFP. Details and Scope of Work on each project is contained in Attachment A attached hereto and made a part hereof.

The proposed term of the contracts to be awarded to the successful proposer(s) will be three (3) years, contingent upon earlier termination should funding through E-Rate not be provided or continued.

2. About LAPL

The LAPL provides free and easy access to information, ideas, books and technology that enriches and empowers residents of the City of Los Angeles. LAPL serves a large and diverse population of four million residents throughout numerous communities.

In 2017, approximately 13 million people visited the Central Library and 72 Branch Libraries. A global audience logged onto the LAPL's website 23 million times. LAPL's fiscal year begins each July 1st. Additional information about LAPL is on its website at www.lapl.org.

B. CONTENTS OF THE SUBMITTED PROPOSAL

A vendor does not need to propose on all nine (9) projects. Firms interested in providing the equipment and services described in this RFP are requested to submit the following:

1. Cover Letter and Executive Summary

- a. Each proposal must contain a cover letter limited to one (1) page. The cover letter must include the name, title, address, telephone number, SPIN number and email address of the person or persons authorized to represent the organization regarding all matters related to the RFP and any subsequent contract(s) awarded. This letter must be signed by the person or persons authorized to bind the Proposer to all commitments made in the proposal.
- b. Executive Summary - Each proposal should be accompanied by an executive summary not exceeding two pages which summarizes key points of the proposal and which is signed by an officer of the firm who is responsible for committing the firm's resources.

2. Description of Proposer

The proposal shall include a brief history and description of the organization, the date the organization was established, the number of years in business, the location of its headquarters, website address, and a brief description of the proposer's qualifications and relevant experience.

3. Projects Proposal Requirements

There are eleven (11) projects which proposers may provide a written response to be considered for an award of a contract. As stated in Section A.1 of this RFP:

Proposers may submit a proposal to be considered for any number of the projects listed above or for all of the projects listed above. Each project proposal must include the cost for that project. Should a Proposer submit a proposal for more than one project, the proposal must clearly state whether or not the work described in the submitted proposal

and the costs for the proposed projects are contingent upon being selected for all of the projects which have been submitted. For example: Should a proposer submit a proposal for Projects 1, 3, 5, 7, the proposal must clearly state that the work included in the proposal and the associated project costs are contingent upon the award of the four projects, if applicable.

Proposers must provide the following information for each project they are submitting a proposal for:

a. The Project Number

The Project Number for which the project proposal is for should be clearly stated at the beginning of the proposal for the specific project. There are eleven (11) projects available for proposals. If you will be submitting proposals for all nine projects, then there must be nine project proposals submitted for the section.

b. A Proposed Solution

The written response should include a description of the implementation, project approach and methodology, complete deployment planning and recommendations, statement regarding the ability to meet specifications, features, security, solutions and options.

c. Training Services

The written response should include what training services will be provided and a description of the training services proposed. Training services should be compliant with the eligible E-Rate services defined by USAC.

d. Maintenance and Warranty Services

The written response should include what maintenance and warranty services will be provided and a description of the maintenance and warranty services proposed.

e. Proposed Schedule of Completion

The written response should include a schedule that includes a timeline for preparation, project start, various milestones, and project completion. A total completion should also be stated (e.g., this project is proposed to be completed in 18 months).

f. Proposed Project Cost

The written response should include a total proposed project cost and an itemized breakdown of that total, to include: salaries, expenses, equipment, permits, and other costs.

4. Mandatory City Contract Requirements and Compliance Documents

To be considered responsive to this RFP, Proposers must submit completed responses for the following City's contracting requirements and compliance documents:

a. Declaration of Non-Collusion

Each proposal must have attached thereto the affidavit of the Proposer that such proposal is genuine, and not a sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; and that the Proposer has not

directly or indirectly induced or solicited any other Proposer to submit a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal.

Instruction: Proposers shall submit a signed and **notarized** Declaration of Non-Collusion (Exhibit E.1). No other form will be accepted. *Submit original signed and notarized document in the submitted proposal marked "Original" and copies of signed and notarized document in remaining submitted proposals.*

b. Contractor Responsibility Ordinance

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Proposers shall refer to Contractor Responsibility Ordinance (Exhibit E.2) for further information regarding the requirements of the CRO.

Instruction: All Proposers shall complete and return, with their submitted proposal, the Responsibility Questionnaire (Exhibit E.3) and Pledge of Compliance to the Ordinance (Exhibit E.4). Failure to return the completed questionnaire may result in a Proposer being deemed non-responsive. *Submit original signed documents (Exhibit E.3 and Exhibit E.4) in the submitted proposal marked "Original" and copies of signed and notarized document in remaining submitted proposals.*

c. Child Support Obligations Compliance Form

The City of Los Angeles has adopted an Ordinance (Exhibit E.12) requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

Instruction: All Proposers shall complete and return, with their submitted proposal, the Child Support Obligations Compliance Form (Exhibit E.12a). *Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted proposals.*

d. City Contracts Held Within the Past Ten Years

The Los Angeles City Council passed a resolution on July 21, 1998, requiring that all proposed vendors supply in their proposal a list of all City of Los Angeles contracts held by the Proposer or any affiliated entity during the preceding ten (10) years. Complete the City of Los Angeles Contract History (Exhibit E.13). If the Proposer has held no City of Los Angeles contracts during the preceding ten (10) years, this must be stated on the form.

Instruction: All Proposers shall complete and return, with their submitted proposal, the City Contracts Held Within the Past Ten Years form (Exhibit E.13). *Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted proposals.*

e. Los Angeles Residence Information

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 or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Instruction: All Proposers shall complete and return, with their submitted proposal, the Los Angeles Residence Information Form (Exhibit E.14). *Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted proposals.*

f. City Ethics Certification and Contributions

CEC Form 50 (Exhibit E.15) requires that any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a completed CEC Form 50 as proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualified as a lobbying entity under the Ordinance.

The exemptions contained in Los Angeles Administrative Code Section 10.4.4 shall not apply to this subsection.

Bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, twelve (12) months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

CEC Form 55 (Exhibit E.16) requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org>.

Instruction: All Proposers shall complete and return, with their submitted proposal, the CEC Form 50 (Exhibit E.15) and the CEC Form 55 (Exhibit E.16). *Submit original signed document in the submitted proposal marked "Original" and copies of signed document in remaining submitted proposals.*

g. Business Inclusion Program (BIP) Requirements

This is outreach is performed on-line on LABAVN.

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Exhibit E.18, the Business Inclusion Program, of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Exhibit E.18, Business Inclusion Program of this RFP for additional information and instructions. The BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). Proposers attending the proposal conference will be asked to complete BIP Outreach information.

h. Equal Benefits Ordinance/First Source Hiring Ordinance

The contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Contractor is required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org. Proposers are responsible for creating a BAVN profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance

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

The affidavit shall be valid for a period of three years from the date it is first uploaded onto the City's BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Instructions: All Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org, prior to the award of a City contract that exceeds \$25,000. *Also, submit a copy of the uploaded and signed EBO/FSHO document with each copy of the submitted proposal.*

First Source Hiring Ordinance

Unless approved for an exemption, Contractors under contracts used primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO).

Instructions: All Proposers shall complete and submit the FSHO Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org. The affidavit shall be valid for a period of three years from the date it is first uploaded onto the City's BAVN. The web form should be completed and submitted online by the time of RFP submission. *Also, submit a copy of the uploaded and signed EBO/FSHO document with each copy of the submitted proposal.*

Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

i. Disclosure Ordinance Affidavits (Online Submission)

Disclosure Ordinances Affidavit (Online Submission)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO), Disclosure of Border Wall Contracting Ordinance (DBWCO), and Disclosure of Contracts and Sponsorship of the National Rifle Association (NRA Disclosure Ordinance), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, the DBWCO, Section 10.50 of the Los Angeles Administrative Code, and the NRA Disclosure Ordinance, Section 10.52 of the Los Angeles Administrative Code.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO, DBWCO, and the NRA Disclosure Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>

The previous Disclosure Ordinance (DO) web form is an indefinite application if verified. However, with the inclusion of the NRA Disclosure Ordinance on the new affidavit, any previously verified DO web form will become obsolete, and your company will be required to complete the new Disclosure Ordinances affidavit. The new affidavit will also be an indefinite application if verified, and it will only be required to be redone if there are changes to the Company that would affect the Company's responses to any of the questions.

Instructions: You must register on LABAVN (www.labavn.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents." The web form should be completed and submitted by the time of RFP submission.

j. Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit" (Exhibit E.20).

Instruction: *No submission is required at this time.*

k. Contractor Evaluation Program

At the end of the contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation and any response from the Contractor to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

Instruction: *No submission is required at this time.*

l. Living Wage Ordinance and Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO). Bidders/Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <https://bca.lacity.org>.

m. 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 Los Angeles Administrative Code Section 10.8.2., Non- discrimination Clause.

Non-construction contracts for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions.

Non-construction contracts for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the City's LABAVN.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

Instructions: *No submission is required at this time.*

n. Local Business Preference Program

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles Mayor's Office, Ordinance No. 181910, Article 21, Sections 10.47, et seq. of the Los Angeles Administrative Code. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program. (Exhibit E.19).

Instruction: *No submission is required at this time.*

o. Business Tax Registration Certificate

In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate (BTRC) is required of persons engaged in business activity within the City. The Office of Finance's Tax and Permits Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing BTRCs or Business Tax Exemption Numbers. (Exhibit E.23).

Accordingly, a firm's current BTRC or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment.

The Proposer, in submitting this proposal, acknowledges and accepts the above requirements and recognizes that, should a contract be awarded, no invoice will be processed for payment without inclusion of the BTRC or Business Tax Exemption Number.

Instruction: *No submission at this time. The selected vendor(s) shall submit a copy of their Business Tax Registration Certificate prior to execution of a proposed contract.*

p. 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 selected contractor(s) own cost and expense, the selector contractor(s) and each of its subcontractors shall procure and maintain the minimum insurance requirement for the term of the contract and any additional terms as outlined in Exhibit E.17. Proposer shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management through the City's internet site, <http://kwikcomply.org/> (formerly Track4LA) that uses the standard insurance industry form, the ACORD 25 Certificate of Liability Insurance in electronic format.

No work may be done pursuant to this contract until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Instruction: *No submission is required at this time. The selected vendor(s) shall submit a copy of their insurance prior to execution of a proposed contract.*

C. PROPOSAL SUBMISSION AND REQUIREMENTS

1. In Writing and Delivery

Each proposal must be enclosed in a sealed package showing the proposal title in the lower left-hand corner. It is recommended that a messenger deliver the proposal to ensure timely delivery. Hand-delivered proposals should be delivered to the following location:

Los Angeles Public Library
630 West Fifth Street, Los Angeles, CA 90071
(Please deliver to the Library Security Desk on the first floor).

Proposal mailed shall be addressed as follows:

Board of Library Commissioners
Los Angeles Public Library
630 West Fifth Street
Los Angeles, CA 90071

Proposers are encouraged to submit proposals prior to the due date and time of 3:00 PM on Month X, 2019. Proposals received after 3:00 PM on Month X, 2019 will not be accepted.

The Los Angeles Public Library reserves the right to extend the submission due date. Any changes to the submission due date will be posted on www.labavn.org and in the E-Rate Productivity Center.

The LAPL will only evaluate written submitted proposals with the appropriate signatures. The LAPL will not accept a telegraphic, facsimile or telephone proposal. Proposers are required to submit:

- a. One (1) original proposal with original signatures on all documents requiring a signature.
- b. Four (4) copies of the proposal with signature copies on all documents requiring a signature.
- c. One (1) unbound copy of the proposal with signature copies on all documents requiring a signature.
- d. One (1) flash drive containing the entire proposal in electronic format (PDF). More than one (1) file is acceptable but all files must be clearly labelled with an appropriate filename.

See Section E.2 ("Public Records Act") regarding the inclusion of language for the Proposer to identify areas of the proposal as exempt from the California Public Records Act (CPRA) including indemnification language. Such language does not exempt submitted proposals from the CPRA and the City of Los Angeles will comply with any and all court orders to relinquish requested materials.

2. Responsibility for Timely Submission of Proposal

Proposals must be received at the Security Desk on the first floor of the address given above in Section C.1 of this RFP on or before **X:XX PM on DATE, 20XX**. Proposals received after X:XX PM on DATE, 20XX, will not be accepted and shall be returned to the Proposer unopened. Timely submission of proposals is the sole responsibility of the Proposers.

3. 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 LAPL 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 (90) days. Except as previously stated, no Proposer may withdraw its proposal, except with the written consent of the LAPL, at the sole discretion of the LAPL. A Proposers will not be released due to errors in their proposals.

4. The City's Rights of Rejection and Withdrawal of RFP

The LAPL reserves the right to at any time reject any and all proposals and to withdraw this RFP.

5. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held to receive questions from prospective proposers regarding this RFP. The conference has been scheduled for Day, Month X, 2019, at 1:00 PM at the LAPL Central Library, 630 West Fifth Street, Los Angeles, CA 90071.

Attendance at the Pre-Proposal Conference and sign-in on the attendance roster is required to satisfy requirements of the City's Business Inclusion Plan (BIP) submittal (Exhibit E.18).

Questions related to the RFP will be answered in writing by LAPL and posted online on the City's LABAVN website (www.labavn.org) and in the E-Rate Productivity Center.

6. Mandatory Site Walkthrough

Proposals for cabling projects will only be accepted from vendors who attend a mandatory site walk-through to examine the existing infrastructure of each site on Month X, 2019 at X:XX AM/PM beginning at site X and continuing on to the rest of the sites in that region. Sites will be walked-through by region and the schedule of walk-through dates and times will be made available at a future date and published online on the City's LABAVN website (www.labavn.org) and the E-Rate Productivity Center.

7. Proposal Format

Proposals shall be based only on the material contained in this RFP, pre-proposal conference responses, amendments, addenda, and other material published by the LAPL relating to this RFP.

Proposers shall disregard any previous draft materials and oral representations which may have been obtained by the Proposer. Proposals shall be submitted in accordance with the requirements of this RFP, including any addenda.

D. SERVICE PROVIDER REQUIREMENTS

1. Service Provider must provide a valid Service Provider Identification Number (SPIN) at the time the bid is submitted, and the SPIN must be included in the response documentation.
2. Service Providers must have a current FCC Red Light Display System Status of Green.
3. Service Providers must reference a minimum of (3) projects where E-Rate Category 2 Internal Connections funds must have been used on at least (2) of these projects. Please include contact name, contact email, contact phone number, total project dollar amount, project completion time, and a brief description of the project.
4. Service Providers must hold a valid and current manufacturers certification or equivalent for other manufacturers proposed. A copy of the certificate must be included in the proposal.
5. Service Providers must have Certified Network Resources. Service Providers may be required by the Los Angeles Public Library to provide proof of certification.
6. The Los Angeles Public Library requires the Service Provider method of invoicing as described by Universal Service Administrative Company (USAC). USAC's mission is to provide everyone in the U.S. with accessible, affordable and pervasive high-speed connectivity.

7. Attachment A details the equipment required at each site. Manufacturers with equivalent functionality can be submitted in the proposals; however, all options must be compatible with existing infrastructure.
8. All equipment and supporting components must be new. Used or refurbished items will not be accepted by the Library.
9. All components and associated labor not eligible for E-Rate funding must be provided in a separate quote.
10. Estimated Discount is 85% for the Los Angeles Public Library.
11. All proposals submitted must include a validated Item 21 Attachment using USAC's latest template. The Item 21 Attachment is a detailed and complete narrative description of the products and services contained in the funding request and a line-item listing of the products and/or services requested with their associated costs.
12. All Item 21 Attachments must be submitted individually for each site.
13. All ineligible allocations on partially eligible products must be clearly included in your proposal and in the Item 21 Attachment.
14. Ineligible items and features must be clearly included in your proposal and in the Item 21 Attachment.
15. All pricing must include taxes, shipping/handling, and all other eligible fees.
16. Manufacturer's multi-year warranty for a period up to three years may be included in the cost of the component
17. Manufacturer's warranty must be valid and verifiable.
18. Prices must be held firm for the duration of the contract or until all work associated with the project(s) are complete (including any USAC-approved extensions).
19. Any implementation that is done prior to the funding award must be requested and approved in writing by the Los Angeles Public Library.
20. Services covered by this contract cannot take place before the contract start date unless requested by the Los Angeles Public Library.
21. Service Providers must agree to a work schedule by site provided by the Los Angeles Public Library.

E. BASIS OF EVALUATION

1. Proposal Responsiveness Criteria

To be considered responsive to this solicitation, Proposers must submit completed responses to all items requested in this RFP, including completed responses to the City's mandatory City contract compliance documents. Proposers are encouraged to utilize and submit the Proposer Checklist (Attachment C) Failure to include satisfactory responses to each proposal item may result in the rejection of such proposals as non-responsive.

2. Evaluation Process

A panel of City staff and subject-matter experts will evaluate the proposals as described in this RFP. Proposals deemed non-responsive will be disqualified and will not be evaluated. The review panel may request additional information to clarify a submitted proposal. The LAPL also reserves the right to waive any informality in a proposal when to do so would be to the advantage of the City and its taxpayers.

Responses to the RFP will be evaluated and will either pass or fail the evaluation based on price of the eligible products and services as the primary factor, overall qualifications, and demonstrated experience of the Proposers to perform work related to the Project

Description and Scope of Work (Attachment A) of this RFP. The LAPL will also evaluate fees and out of pocket expenses. The review criteria will include price; proposal quality and responsiveness to the criteria identified in this RFP; experience and capabilities of assigned staff; Proposer experience and resources; compliance with City policies; and fees and out of pocket expenses. The LAPL reserves the sole right to judge the contents of all proposals. Proposals, which at the discretion of the LAPL are incomplete and/or do not follow content and format guidelines, may be disqualified without further consideration.

To assess further the strengths and capabilities of a Proposer, the LAPL, at its sole discretion, may choose to conduct interviews and request oral presentations to provide additional information regarding qualifications. Such interviews may be reviewed and included as part of the proposal evaluation process.

Proposers who pass the evaluation will be placed on the qualified list and will be selected as-needed on a project-by-project basis. There is no guarantee that every Proposer on the list will be selected to perform work during the term of the list. The LAPL reserves the right in its sole discretion to select the organizations and the nature of their activities, projects and assignments as deemed appropriate by the LAPL.

Proposers bear the responsibility to ensure that the RFP responses provide adequate and appropriate information and documentation for the LAPL to evaluate the responses relative to their capabilities, strength of individuals performing project tasks, and proposed fees and expenses. Lack of adequate information and documentation may result in the proposal failing the evaluation criteria and being disqualified.

3. Evaluation and Selection Process

The following criteria will be used in evaluating proposals and selecting the successful proposer(s). Evaluation of submitted proposals will be based on the following factors and the points available for each factor:

The evaluation factors reflect the totality of considerations represented in the requested proposal responses. In determining and evaluation the best proposals, cost will not necessarily be the controlling factor, but quality, efficiency, utility, suitability and reputation of the service in general use will also be considered with any other relevant factors. The primary objective is to choose the proposal that offers the highest quality services that will achieve the project's goals and objectives within a reasonable budget.

All proposals meeting the requirements will be further evaluated using the same criteria and point structure. Evaluations will be based on the criteria listed below, which correspond to information requested in various sections of the proposal:

The following is a summary of the criteria identifying points assigned to each item. These weighed factors will be used in the evaluation of the proposals. Proposals must meet a minimum of 60 points to be considered.

| Criteria | Maximum Points |
|--|-----------------------|
| Cost | 30 |
| Meets Hardware/Software Specifications | 20 |
| Features and Options | 20 |
| Experience | 20 |
| References | 10 |
| Total Points | 100 |

Evaluation Factors

A maximum of 100 points may be awarded based upon the quality and thoroughness of the proposer's response to each evaluation factor.

4. Appeals Process

The LAPL will notify all Proposers of the recommendations of the evaluation panel. 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 within seven (7) calendar days of the mailing date of the notice of the contract award recommendation. Proposers may appeal procedural issues only.

The procedure and time limits set forth in this section are mandatory and are the Proposers' sole and exclusive remedy in the event of a protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. At a minimum, any written protest document must include the following:

- Name, address, and telephone number of the protesting party.
- Name and number of this RFP.
- Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents. The statement must also refer to the specific portion of the documents that form the basis of the protest.
- Request for a ruling from LAPL.
- Statement as to 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 LAPL may hold a hearing within five (5) working days after receiving the protest, unless waived by the Proposer. The City Librarian, or designee, shall make a final determination with respect to the protest and shall award or reject the contract accordingly. The decision of the City Librarian, or designee, shall be final.

F. GENERAL CONDITIONS

1. Acceptance and Disposition of Proposals

The City of Los Angeles reserves the right to reject all proposals. Failure of the Proposer to submit the above-required documents with their proposal may render the proposal non-responsive and result in its rejection.

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

2. Public Records Act

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the CPRA. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific.

In addition to the requested proposal copies listed in Section C.1., all Proposers must supply one unbound, complete duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

Any Proposer claiming such exemption must also state in the proposal the following: "The Proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor."

3. RFP Revisions

Any revision, amendment and addendum made to this RFP will be posted on www.labavn.org and to the E-Rate Productivity Center.

4. Transfers, Joint Ventures and Use of Subcontractors

Proposer shall not, without written consent of LAPL assign, hypothecate, or mortgage any terms in a contract with the City or sublease or license any portion of the work. Any attempted assignment, hypothecation, mortgage, sublease, or license without consent

of LAPL shall render a contract null and void. Each and all conditions herein contained to be performed by Proposer shall be binding on any consented transferee thereof.

5. Information Requested and Not Furnished

The information requested and the manner of submission are essential to permit prompt evaluation of all proposals. Accordingly, the LAPL reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

6. 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 LAPL's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

7. Proposal Errors

Proposer is liable for all errors or omissions incurred by Proposer in preparing the proposal. Proposers will not be allowed to alter proposal documents after the due date for submission.

The LAPL reserves the right to make corrections or amendments due to errors identified in proposal by the LAPL or the proposer. This type of correction or amendment will only be allowed for errors and typing or transposition. All changes must be coordinated in writing with authorization by and made by the RFP Administrator identified in Section E.11 of this RFP.

8. Interpretation and Clarifications

The LAPL will consider prospective recommendations or suggestions regarding any requirements before the mandatory pre-proposal conference. All recommendations or suggestions must be in writing and submitted to the RFP Administrator identified in Section E.11 of this RFP. The LAPL reserves the right to modify requirements on any RFP if it is in the best interest of the LAPL.

9. Cost of Proposal Preparation

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

10. Americans with Disabilities Act

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a pre-proposal conference or proposal opening, please contact the RFP Administrator at least five (5) working days prior to the scheduled event.

11. Contact for Information

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

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

LAPL shall be the sole judge of whether or not a response is required for any question. All questions submitted in writing by a Proposer and answers provided by LAPL will be posted on www.labavn.org and the E-Rate Productivity Center as an Amendment to the RFP.

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

12. 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. 10/17 [v.3]) which is included in this RFP as Attachment D.

13. Important Dates

All dates are subject to change. Revisions and Addenda will be posted on the Los Angeles Business Assistance Virtual Network (LABAVN) at: www.labavn.org and in the E-Rate Productivity Center

| | | |
|--|---------------|------------|
| Release of RFP | Month X, 2019 | 3:00 PM |
| Mandatory Pre-Proposal Conference 630 W. Fifth Street, Los Angeles CA 90071 <i>See Section C.5 of this RFP</i> | Month X 2019 | 1:00 PM |
| Mandatory Site Walk-through <i>See Section C.6 of this RFP</i> | Month X 2019 | X:XX AM/PM |
| Proposal Due Date / Time 630 W. Fifth Street, Los Angeles CA 90071 <i>See Sections C.1 and C.2 of this RFP</i> | Month X, 2019 | 3:00 PM |