

**EXHIBIT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** 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."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the 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 Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

#### Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

#### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

#### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

#### Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

\_\_\_\_\_

#### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

#### Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**REQUEST FOR PROPOSALS  
RFP NO. 44-029**

**FOR**

**E-RATE CONSULTANT SERVICES**

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

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

**CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
REQUEST FOR PROPOSALS (RFP)  
E-RATE CONSULTANT SERVICES**

**DATE RFP ISSUED:** **SEPTEMBER 21, 2022**

**TITLE:** RFP No. 44-029  
E-Rate Consultant Services

**DESCRIPTION:** THE LOS ANGELES PUBLIC LIBRARY (LAPL) IS SEEKING a qualified and experienced organization to provide consulting services for the E-Rate program on an as-needed and as-requested basis.

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

**ELIGIBILITY TO APPLY:** A minimum of three (3) years paid experience in providing E-Rate consulting services to large school or library systems **and** must be a member of the E-Rate Management Professionals Association (E-MPA).

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

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

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

**TERM:** One (1) year with four (4) one-year options to renew at the discretion of the City Librarian or designee.

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

Optional/Highly Recommended Pre-Proposal Conference: **Wednesday, October 5, 2022 at 10:00 a.m.**  
Virtual Conference via Zoom

**RSVP by Monday, October 3, 2022 5:00 p.m.**  
Details available on Section E.1 of this RFP

Proposal Due: **Wednesday, October 26, 2022 at 5:00 p.m.**  
All revisions will be posted as an addendum on [www.rampla.org](http://www.rampla.org)

Submission E-mail Address: [LAPLBidSubmissions@lapl.org](mailto:LAPLBidSubmissions@lapl.org)

Project Manager: Alex Mui, Director of Systems

Contract Administrator: Deirdre Gomez  
Email: [dgomez@lapl.org](mailto:dgomez@lapl.org)

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## ATTACHMENTS

- A. Standard Provisions for City Contracts (Rev. 10/21 [v.4])
- B. Sample Contract for E-Rate Consultant Services
- C. Electronic Signature Policy (03/20)

## EXHIBITS

(All Exhibits will be found on [www.rampla.org](http://www.rampla.org))

- E.1 Declaration of Non-Collusion Affidavit (must be notarized)
- E.2a Contractor Responsibility Ordinance (CRO) Questionnaire
- E.2b CRO Pledge of Compliance
- E.3 Certification Regarding Compliance with the Americans with Disabilities Act Form
- E.4 Certification of Compliance with Child Support Obligations Form
- E.5 City of Los Angeles Contract History Form
- E.6 City of Los Angeles Residence Information Form
- E.7 Municipal Lobbying Ordinance – Bidder Certification CEC Form 50
- E.8 Restrictions on Campaign Contributions and Fundraising in City Ethics – Prohibited Contributors – Bidders CEC Form 55
- E.9 Iran Contracting Act of 2010 Affidavit
- E.10 Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) Sample Affidavit – On-Line Submission
- E.11 Disclosure Ordinances Sample Affidavit – On-Line Submission
- E.12 Business Inclusion Program (BIP) Walkthrough Manual (**WAIVED, NOT APPLICABLE FOR THIS RFP**)
- E.13a Local Business Preference Program (LBPP)
- E.13b LBPP Certification Information
- E.14a Living Wage Ordinance (LWO) Employee Information Form (Form LW-6)
- E.14b LWO Subcontractor Information Form (Form LW-18)
- E.14c LWO Exemption Application (Form LW-10)
- E.14d LWO Small Business Exemption Application (Form LW-26)
- E.14e LWO 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28)
- E.14f LWO Non-Coverage Determination Application (Form OCC/LW-29)
- E.15 Insurance Requirements and Instructions (*Information only at this time – Not required for submission of proposal*)

## **A. PURPOSE OF REQUEST FOR PROPOSALS**

### **1. Introduction**

The Los Angeles Public Library (LAPL) is issuing this Request for Proposals (RFP) to enter into a contract with a qualified and experienced entity to provide consulting services on the E-Rate program administered by the Federal Communications Commission (FCC).

### **2. About the Library**

Libraries are vibrant community centers with programs that turn young children into life-long readers, inspire teens to set career goals, and help adults enrich their lives. Annually, over 15 million people visit our libraries and participate in over 2,000 programs, borrowing over 15 million items from the collections of print, downloadable books, music, films and other items. Annual visits to our website exceed 22 million.

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

### **3. Program Overview**

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

The Scope of Work provided in Section B of this RFP consists of items such as: the E-Rate application process, develop and administrate the Request for Proposals process for E-Rate projects, the E-Rate application submission process, compliance with the E-Rate program, preparation and presentation of funding summaries, quarterly review meetings, and provide training and consultation to Library staff.

## **B. SCOPE OF WORK**

The Proposer selected through this RFP process must be able to provide consulting services to meet the needs of the Library and successfully obtain federal funding for E-Rate related projects. Proposers must have a minimum of three (3) years paid experience in providing E-Rate consulting services to large school or library systems **and** must be a member of the E-Rate Management Professionals Association (E-MPA). The following are services that the selected Contractor shall be expected to perform:

### **1. Primary Point of Contact for all E-Rate Communications**

- a. Prepare and process the Letter of Agency (LOA) to be an authorized communicator for the Library.
- b. Act as Library's main point of contact with Universal Service Administrative Company (USAC).
- c. Act as Library's main point of contact with USAC, vendors and other parties involved in the E-Rate process.

## **2. Emergency Connectivity Fund Support**

- a. Assist the Library with unmet needs narrative and supporting documentation for Emergency Connectivity Fund (ECF) program.
- b. Review lists and quotes of device, equipment and services in support of reimbursement requests.
- c. Provide templates for asset and service registries that align with the Federal Communications Commission (FCC) ECF documentation requirements.
- d. Submit ECF Form 471, Form 472, Form 500, and other forms as-needed.
- e. Respond to ECF Program Integrity Assurance (PIA) review questions.
- f. Respond to all reviews and audit requests.
- g. File and submit USAC and FCC appeals.
- h. Review completed asset and service registry by the end of the applicable funding period.
- i. Collect and anonymize data on Library who received devices, equipment, and services, as applicable.
- j. Collect and review invoices, bills, and other documents needed as required to comply with FCC ten (10) year documentation requirements.
- k. Retain all ECF records on a Document Management System (DMS) approved by the Library.

## **3. Application and Forms Submission**

- a. Form Submissions: Prepare and file ECF Forms 470, 471, 486, 500 to the USAC Schools and Libraries Division (SLD) required for funding and on- going matters.
- b. Form Submissions: Prepare and file Forms 472 (Billed Entity Applicant Reimbursement Form [BEAR]) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.) for Category One and Category Two services as needed.
- c. Review and Submit Item 21 Attachments: work with vendors to verify information needed for Item 21 Attachments for services requested on Form 470.
- d. Documentation Retention: Per FCC Documentation Retention Policies, house all required documents in a DMS.
- e. Program Integrity Assurance (PIA) Review Support: Act as primary contact to USAC during the PIA review process and will work with LAPL and selected vendors to coordinate all responses for submission along with supporting documentation.

- f. ETF will confirm receipt of PIA Review inquiries immediately and will make every effort to prepare a response to review with the E-Rate Productivity Center System (EPC System) within three (3) days of receipt. For issues requiring more time, ETF will communicate that request to the reviewer and through the EPC system.

#### **4. Application Review Support**

- a. Program Integrity Assurance (PIA) Review Support: Act as primary contact to USAC during the PIA review process and will work with Library and selected vendors to coordinate all responses for submission along with supporting documentation.
- b. Support for Other Reviews: Payment Quality Assurance (PQA); Children's Internet Protection Act (CIPA) Reviews; Selective Review Information Request (SRIR); Invoice Reviews as needed.
- c. ETF will confirm receipt of Review inquiries immediately and will make every effort to prepare a response for review with the EPC System within three (3) days of receipt. For issues requiring more time, ETF will communicate that request to the reviewer and through the EPC system.
- d. Review communications with USAC and Vendor are stored per FCC Documentation Retention Policies, house all required documents in a DMS.

#### **5. Request for Proposals (RFP) Development**

- a. Meet with Library staff to review the annual E-Rate Eligible Services List and funding needs for Internal Category One and Category Two funding requests as needed. An application submission timeline and strategy will be developed including use of Master Contracts.
- b. Review City, State of California and E-Rate competitive bidding requirements. Requirements such as vendor technology certifications, insurance, prevailing wage, bond, and others will be incorporated into the final RFP document.
- c. Develop/Review list of services needed for Category One service requests including Internet Access (dark or lit fiber), Wide Area Network (WAN) dark or lit fiber, Hosted Firewall, and other services as needed.
- d. Develop and Review list of Internal Connections equipment, managed services, and maintenance services needed for Category Two service requests.
- e. Review and Revise existing E-Rate Project RFP based on needs as determined by the Library's goals and needs. Separate RFPs and documents will be created for Category One and Category Two Services. These documents will be used to communicate needs to E-Rate vendors during the competitive bidding process.

## **6. Competitive Bidding and RFP Support**

- a. E-Rate Project RFP Posting: Contractor will post the approved E-Rate Project RFP on the all necessary and required sites, including any E-Rate EPC portal and any City sites. The E-Rate Project 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 USAC's EPC system so that all vendors receive the same information.
- b. Bid Evaluation and Competitive Bidding Matrix: A comprehensive competitive bidding matrix and summary for each service requested will be delivered to the Library for scoring based on the evaluation criteria listed in the E-Rate Project RFP along with all vendor proposals received. See attached samples. ETF will review and support the library through the selection process. All vendor scoring and selections will be made by the Library at the appropriate time and upon a written request.
- c. Vendor Walkthroughs: The Contractor will have a staff member present at scheduled vendor site visits during the competitive bidding process to provide bid overview, answer vendor questions, and document process.
- d. Vendor Contracting Process: The Contractor will collect and review contracts, board approvals, Item21 Attachments, and supporting documentation for selected vendors to ensure compliance with E-Rate rules. All contracts must be signed after a minimum 28-day Competitive Bidding Window and prior to filing the Form 471.

## **7. Funding Award Support**

- a. Funding Verification: Review all funding commitments to verify alignment with original funding requests with PIA review adjustments.
- b. Form Filings: Prepare Receipt of Service Confirmation and Children's Internet Protection Act Certification (Form 486) for certification by Library.
- c. Discount Activation and Reimbursement: Prepare/submit necessary documentation to ensure E-Rate discounts or reimbursements.
- d. Verify California Teleconnect Fund (CTF) discounts on all eligible E-Rate services.
- e. Service Certification: Prepare and submit the Service Certification form.
- f. Verify Applicant Payments: Gather proof of payment for all E-Rate funded services.

## **8. Audit and Appeals Support**

- a. Preparation and submission of USAC and/or FCC appeals as-needed.
- b. Preparation and representation of Selective Review Information Request (SRIR), Beneficiary Contributor Audit Program (BCAP) remand requests and FCC and/or USAC remand requests.

**9. E-Rate Program Compliance Services**

- a. Submit Service Provider Identification Number (SPIN) changes as-needed.
- b. Submit equipment substitution change request as-needed.
- c. Submit Invoice Deadline Extension Requests (IDER) as-needed.
- d. Submit IDER as-needed.
- e. All Forms and communications with vendors, USAC, and/or FCC will be stored per FCC Documentation Retention Policies, on the Contractor's DMS.
- f. Provide paper or electronic copies of all E-Rate documentation annually to the Library.

**10. On-Going Communications**

- a. Preparation of documentation, reports and presentations for Board meetings, Executive Manager meetings, and other special meetings as deemed necessary by the Library.
- b. As members of the E-Rate Management Professionals Association (E-MPA) and Schools, Health & Libraries Broadband Coalition (SHLB), the Contractor will keep LAPL informed of any FCC, USAC, and/or SLD policies that will impact its Library.
- c. The Contractor will review and monitor funding awards, payments, and USAC notices on an on-going basis. The following reports will be provided to the Library:
  1. Pending Funding Awards (Monthly)
  2. Documentation Retention Report (Monthly)
  3. Outstanding Issues (Monthly)
  4. Funding Disbursements (Quarterly)
  5. Contract, Invoice, service Delivery Deadlines Report (Quarterly)

**11. Digital Tools**

Establish an email address for the Library which will be specific for the E-Rate program (Ex: [laplerate@CompanyName.com](mailto:laplerate@CompanyName.com)). Copies of all vendor correspondences will be stored on the Contractor's DMS.

**12. E-Rate Documentation Management**

The Federal Communications Commission (FCC) requires that program participants retain all documents necessary to demonstrate compliance with the statute and FCC rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts. Schools, libraries, and service providers are subject to both random audits and to other audits (or investigations) to examine an entity's compliance with the statute and the FCC's rules initiated at the discretion of the FCC, USAC, or another authorized governmental oversight body.

On July 11, 2014, the FCC adopted the E-Rate Modernization Order, extending the document retention period to ten (10) years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request.

The Contractor will use its own DMS to manage Library's E-Rate records and ensure that the Library remains compliant with program rules:

- a. The Contractor's Account Manager will be responsible for uploading, managing, and retrieving documentation received during all phases of the application process, including files required from the competitive bidding process and data received from the Library, vendors, and USAC. Documentation will be uploaded within one (1) week of receipt.
- b. The Contractor's Account Manager will prepare reports monthly and, upon request, documents stored for Library staff. Reports will indicate: name of documents, native format, origination source, date uploaded into system and by whom, and applicable FCC and/or USAC category to which the document aligns.
- c. Access to documentation stored in the Contractor's DMS will be made available to Library staff upon request. The Contractor will have a staff member be responsible for providing the Library with training and technical support to access Contractor's DMS.
- d. Contractor shall provide an electronic copy of Contractor's DMS to the Library to maintain Library's documentation. Such copy shall be provided within the first six (6) months of the contract execution and shall be updated by Contractor every ninety (90) days after that.

## **C. CONTENTS OF THE SUBMITTED PROPOSAL**

Proposers interested in providing services described in this RFP are requested to provide the following items in the submitted proposal to found responsive to this RFP:

### **1. Cover Letter**

Each proposal must contain a cover letter limited to one (1) page. The cover letter must include the name, title, address, telephone 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 and Proposing Party to all commitments made in the proposal.

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one proposer or one legal entity. The proposal must identify the responsible entity.

### **2. Executive Summary**

Each proposal should be accompanied by an executive summary not exceeding three (3) pages which summarizes key points of the proposal and provides a brief history and description of the organization, the date the organization was established, the location of its headquarters, the number of employees and the website address.

**3. Proposer Capabilities, Qualifications and Relevant Experience**

Proposers must describe their applicable capabilities, qualifications and relevant experience regarding providing E-Rate consulting services and proof of E-MPA membership

**4. Proposed Fee Schedule and Expense**

Proposers must provide the hourly rate, project-based rate, or combination rate that will be charged for the skills or services included in the response to this RFP. Do not provide fees as a sliding scale, percentage, or a range. Failure to follow these guidelines may result in the submitted proposal being found non-responsive to this RFP.

If additional non-salary expenses are required to perform the services described herein, provide a list of such anticipated costs or types of costs. LAPL will not provide reimbursement for transportation or lodging expenses to firms unless LAPL specifically requests that staff outside the area be in the Los Angeles area to perform duties in accordance with the services provided. LAPL reserves the right to conduct additional negotiations regarding compensation, as appropriate, prior to awarding contracts.

**5. References / Letters of Recommendation**

Proposers must include five (5) references for the applicable capabilities cited in Section B (“Scope of Work”) and relevant qualifications and experience cited in Section C.3 (“Proposer Capabilities, Qualifications and Relevant Experience”). For each reference, please list the name, position/title, organization name, jurisdiction, address, phone number and email address; and, describe the nature of the project and the length of the engagement.

**6. Key Personnel**

Provide the name, title, description of experience, other qualifications and specific responsibilities of key personnel who may be assigned to provide the services as described in this RFP.

**D. MANDATORY CITY SUBMITTAL REQUIREMENTS AND COMPLIANCE DOCUMENTS**

Failure to complete and include the required compliance documents in the submitted proposals as stated in the instructions for Items 1 through 14 below may result in a submitted proposal being deemed non-responsive to the RFP.

**1. Declaration of Non-Collusion Affidavit**

In accordance with Section 10.15(d) of the Los Angeles Administrative Code, each proposal must include an affidavit 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, and that the proposer has not sought by collusion to secure for themselves an advantage over any other proposer.

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

**2. Contractor Responsibility Ordinance (CRO)**

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

Proposers may refer to PSC-31 (“Contractor Responsibility Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents: <https://bca.lacity.org/ordinances>

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

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

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

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

Proposers may refer to Section PSC-30 (“Access and Accommodations”) of Attachment A (“Standard Provisions for City Contracts [Rev 10/21] [V.4]”) of this RFP for additional information.

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

**4. Certification of Compliance with Child Support Obligations Form**

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

Proposers may refer to Section PSC-27 (“Child Support Assignment Orders”) of Attachment A (“Standard Provisions for City Contracts [Rev 10.21] [V.4]”) of this RFP for additional information.

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

**5. City of Los Angeles Contract History Form**

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

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

**6. City of Los Angeles Residence Information Form**

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

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

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

**7. Municipal Lobbying Ordinance**

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

Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three (3) months, each bidder or proposer must submit with its bid or proposal a certification, on a form (CEC Form 50) prescribed 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 qualifies as a lobbying entity. A copy of CEC Form 50 may be found at the following website: <https://ethics.lacity.org/forms/>

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

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

**8. Restrictions on Campaign Contributions and Fundraising in City Ethics**

Los Angeles City Charter Section 470(c)(12) prohibits proposers of contracts projected to be worth \$100,000 or more and that require City Council approval from making campaign contributions to any elected City official, candidate for elected City office, or City Committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bid and proposal process and the resulting contract.

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

In addition, any subcontractor who is projected to perform at least \$100,000 worth of work on the contract is required to adhere to the same requirements. Said subcontractors and their principals must be notified by the proposer of the City Charter requirements and prohibitions and said subcontractors and their principals must be included on Schedule B of CEC Form 55. A copy of CEC Form 55 may be found at the following website:

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

Proposers may refer to PSC-37 (“Restrictions on Campaign Contributions and Fundraising in City Ethics”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information.

Instructions: All Proposers shall complete and include the Prohibited Contributors – Bidders CEC Form 55 (Exhibit E.8) with the submitted proposal.

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

**9. Iran Contracting Act of 2010**

In accordance with California Public Contract Code Sections 2200-2208, 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.9).

Proposers may refer to PSC-36 (“Iran Contracting Act”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may also visit the State of California Department of General Services, Office of Policies, Procedures and Legislation (OPPL) website for additional information and forms regarding this matter: [www.dgs.ca.gov/pd/Resources/PDLegislation.aspx](http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx)

Instructions: All Proposers shall complete and include the Iran Contracting Act of 2010 Affidavit (Exhibit E.9) with the submitted proposal only IF the proposal for goods and/or services is estimated at \$1,000,000 or more.

**10. Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) (On-Line Submission)**

Equal Benefits Ordinance (EBO)

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

All proposers shall complete and submit an affidavit onto the Regional Alliance Marketplace for Procurement (RAMP) website at [www.rampla.org](http://www.rampla.org), which shall be valid for a period of three years from the date it is first uploaded. Proposers do not need to submit supporting

documentation with their 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 may refer to PSC-26 (“Mandatory Provisions Pertaining to Non-Discrimination in Employment”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents:

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

**First Source Hiring Ordinance (FSHO)**

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

All proposers shall complete and submit an affidavit onto the Regional Alliance Marketplace for Procurement (RAMP) website at [www.rampla.org](http://www.rampla.org), which shall be valid for a period of three years from the date it is first uploaded. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the First Source Hiring Ordinance Affidavit.

Proposers may refer to PSC-34 (“First Source Hiring Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

**Instructions:**

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

**11. Disclosure Ordinances Affidavit (On-Line Submission)**

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

Proposers may refer to PSC-33 (“Slavery Disclosure Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

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

**12. Business Inclusion Program (BIP) Requirements- WAIVED, NOT APPLICABLE FOR THIS RFP**

**13. Local Business Preference Program**

This RFP is subject to the policies and requirements established by Ordinance No. 187121 and Section 10.25, 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). The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Proposers should be fully informed of this program. To be eligible for participation of this program, Proposers are required to submit an affidavit on the RAMP website: [www.rampla.org](http://www.rampla.org)

Proposers may refer to Exhibit E.13a and Exhibit E.13b of this RFP for additional information. Proposers may also refer to PSC-35 (“Local Business Preference Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information.

Instructions: Eligible Proposers for the LBPP shall complete and upload the LBPP affidavit available on RAMP located at [www.rampla.org](http://www.rampla.org) prior to the RFP submission due date. Additionally, if applying for eligibility in the LBPP, print a copy of the completed LBPP affidavit and include it with the submitted proposal.

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

Unless approved for an exemption by the Department of Public Works Bureau of Contract Administration, contractors with contracts primarily for the furnishing of services to or for the City that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

***It is the responsibility of all Proposers and Contractors to understand their responsibilities and obligations under the LWO and WRO.***

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

Proposers may also refer to PSC-28 (“Living Wage Ordinance”) and PSC-29 (“Service Contractor Worker Retention Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information.

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

LWO Exemption:

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

Exemption Application Forms are as follows:

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

**THE PROPOSAL(S) AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING REQUIREMENTS FOR ITEMS 15 THROUGH 17 BELOW DURING THE TERM OF ANY CONTRACT.**

**15. City's Insurance Requirements**

The selected contractor(s) shall not commence work under any contract with the City until all insurance required under this section of this RFP has been obtained and approved by the City.

At the selected contractor(s) own cost and expense, the selected contractor(s) and any 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.15.

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, [www.kwikcomply.org](http://www.kwikcomply.org) that uses the standard insurance industry form. No work may be performed pursuant to the proposed contract resulting from this RFP until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Proposers may refer to PSC-23 ("Insurance") and PSC-Exhibit 1 ("Insurance Contractual Requirements") of Attachment A ("Standard Provisions for City Contracts [Rev. 10/21] [v.4]") of this RFP for additional information.

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

**16. Business Tax Registration Certificate (BTRC)**

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

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

Business Tax Exemption Number.

Proposers may refer to PSC-15 (“Current Los Angeles City Business Tax Registration Certificate Required”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may find additional information and forms at the following Office of Finance website: <https://finance.lacity.org>

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

**17. Federal Employer Identification Number**

The Internal Revenue Service (IRS) requires the Library to report all payments to an independent consultant or business whenever payments exceed six-hundred dollars (\$600.00) per calendar year. The Contractor is required to furnish the Library with their social security number or Federal Employer Identification Number for the sole purpose stated in this paragraph.

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

**THE PROPOSAL(S) AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING REQUIREMENTS FOR ITEMS 18 THROUGH 21 BELOW DURING THE TERM OF ANY CONTRACT.**

**18. Contractor Evaluation Program**

At the end of the contract, the City will conduct an evaluation of the selected Contractor’s performance. The City may also conduct evaluations of the selected Contractor’s performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. Any Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed an opportunity 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.

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

Instructions: *No Submission Required.*

**19. COVID-19 Vaccination Requirement Ordinance No. 187134**

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

Proposers may refer to PSC-44 (“COVID-19”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information.

Instructions: *No Submission Required.*

**20. Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance No. 184653**

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

Proposers may refer to PSC-38 (“Contractors’ Use of Criminal History for Consideration of Employment Applications”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents:

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

Instructions: *No Submission Required.*

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

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

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

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

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

Proposers may refer to PSC-26 (“Mandatory Provisions Pertaining to Non-Discrimination in Employment”) of Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) of this RFP for additional information. Proposers may also visit the Bureau of

Contract Administration for additional information, forms and documents:  
<https://bca.lacity.org/ordinances>

Instructions: *No Submission Required.*

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**Proposers are strongly advised to read Attachment A (“Standard Provisions for City Contracts [Rev. 10/21] [v.4]”) and Attachment B (“Sample Agreement”) of this RFP to understand other terms and conditions of an agreement with the Library.**

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## **E. PROPOSAL SUBMISSION AND REQUIREMENTS**

Proposals shall be based only on the material contained in the RFP, Optional/Highly Recommended Pre-Proposal Conference responses, amendments, addenda, and other materials published by the LAPL relating to the RFP. Proposers shall disregard any previous draft materials and oral representations that may have been obtained by the proposer. Proposals shall be submitted in accordance with the requirements of this RFP, including any addenda.

### **1. Optional/Highly Recommended Pre-Proposal Conference**

An Optional/Highly Recommended Pre-Proposal Conference will be conducted to provide an overview of the RFP. To obtain the greatest benefit of the meeting, Proposers are strongly encouraged to attend with their direct supervisory personnel/critical project team members (in lieu of business development or sales personnel). **Attendance at the Optional/Highly Recommended Pre-Proposal Conference and Sign-in on the attendance roster is required to satisfy requirements of the City’s Business Inclusion Plan submittal (see Exhibit E.12 of this RFP).**

Participation in the Optional/Highly Recommended Pre-Proposal Conference will be accomplished by Zoom. Questions may be submitted prior to the conference to Deirdre Gomez at [dgomez@lapl.org](mailto:dgomez@lapl.org). Any questions related to the RFP received prior to the Optional/Highly Recommended Pre-Proposal Conference will be addressed during the conference. They will later be posted online on the City’s website [www.rampla.org](http://www.rampla.org). Additional questions received after the conference must be submitted 14 days prior to the due date of the proposal submission, as listed on [www.rampla.org](http://www.rampla.org), by 4:00 p.m. to [dgomez@lapl.org](mailto:dgomez@lapl.org) and will be posted on [www.rampla.org](http://www.rampla.org).

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

**When: Wednesday, October 5, 2022 at 10:00 a.m. (PST)**

**Google Form:** <https://forms.gle/QCf5W8RJv4rQnWkh7>

**Topic:** RFP 44-029 for E-Rate Consultant Services Optional/Highly Recommended Pre-Proposal Conference

**Time: Wednesday, October 5, 2022 at 10:00 AM Pacific Time (US and Canada)**

Required registration by **Monday, October 3, 2022 at 5:00 p.m.** Fill out the Google form, link provided above, providing the name of attendee, position, company, address, phone

number, and email address. After registering, you will receive a confirmation email containing information about joining the meeting.

After registering, you will receive a confirmation email.

Zoom Meeting Link:

<https://lapl.zoom.us/j/84145285580?pwd=K1VyRE5nd3J2cGVQcThuT1BLVTh5Zz09>

## 2. **Submission Requirements**

Proposals in response to this Request for Proposals (RFP) must be submitted via email to [LAPLBidSubmissions@lapl.org](mailto:LAPLBidSubmissions@lapl.org) with any passwords provided for password protected documents.

The email subject of the RFP response should be as follows: **RFP 44-029 for E-Rate Consultant Services “proposer’s company name” by Wednesday, October 26, 2022 by 5:00 p.m.** Failure to submit the proposal by the deadline will result in disqualification. All documents **must** be in Portable Document Format (PDF) with optical character recognition (OCR) enabled. Specifications of the documents to be submitted are outlined in Section C (“Contents of the Submitted Proposal”) of this RFP.

Persons or firms interested in responding to this RFP will submit a proposal in accordance with the format provided below. Failure to meet this requirement may be cause for rejection of the proposal as non-responsive. The proposal must cover all of the RFP specifications. Proposals should not include unnecessary promotional materials and should be as succinct as possible. The proposer should list only those references that would substantiate his or her experience as it relates to Sections B and C of this RFP. LAPL accepts no responsibility for the cost of preparing any proposal.

The LAPL will only evaluate submitted proposals with the appropriate signatures. Please note, signatures sent by email shall be deemed original signatures as designated by the City (See Attachment C, Electronic Signature Policy [03/20]).

The LAPL reserves the right to extend the submission date. Any changes to the submission date will be posted on <http://www.rampla.org>.

Proposers must submit proposals via email through the Proposer **Google Drive**.

The following are requirements. Proposers must follow the respective submission method selected for their proposal to be deemed responsive:

### 2.1 **Proposal Submission Requirements**

The Google Drive submission must include the Proposal and all relevant attachments and exhibits in **PDF format** as described above.

Bidder instructions to send their RFP bid:

- a. RFP bidders must send their Proposal using their own Google Drive.
- b. On the Proposer’s Google Drive, create a new folder and name it "RFP 44-029 for E-Rate Consultant Services - <Vendor’s Name>".

- c. Place the Proposal to the RFP and all the required documents into this shared folder, "RFP 44-029 for E-Rate Consultant Services - <Vendor's Name>" and when finalized, share it with: [LAPLBidSubmissions@lapl.org](mailto:LAPLBidSubmissions@lapl.org)
- d. When a shared Proposal is received by LAPL and the Proposal has been downloaded from the shared folder [LAPLBidSubmissions@lapl.org](mailto:LAPLBidSubmissions@lapl.org), LAPL will reply with a returned email confirming receipt of RFP.
- e. Proposers shall include reference to "*RFP 44-029 for E-Rate Consultant Services - <Vendor's Name>*" in the subject line of their email and adhere to the following additional requirements:
  - i. Proposers should submit the Proposal package in a single Google Drive submission.
  - ii. Proposals submitted via Google Drive must be sent from one email address, which must be consistent with an email address provided by the Proposer in reference to Section C.1 ("Cover Letter"). The LAPL reserves the right to seek clarification or reject the Proposal as non-responsive if the LAPL is unable to determine which documents constitute the complete Proposal.
  - iii. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proposers submitting Proposals via Google Drive are solely responsible for ensuring that any submissions are not corrupted. The LAPL may reject Proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
- f. The Proposer bears all risk associated with delivering its Proposal via Google Drive, including but not limited to delays in transmission between the Proposer's computer and the City of Los Angeles email system.
- g. Proposers who submit Proposals via the Proposer's own Google Drive Requirements will be sent a "Notice of Receipt of Response" email within the next business day it was submitted to confirm the receipt of the electronic copy of the response according to the timestamp of the email as received by: [LAPLBidSubmissions@lapl.org](mailto:LAPLBidSubmissions@lapl.org)
- h. While the LAPL may allow for a Google Drive submission of Proposals, the Proposer acknowledges that email transmissions are inherently unreliable. The Proposer is solely responsible for ensuring that its completed Google Drive Submission of its Proposal has been received before the deadline.

It is the responsibility of all Proposers to check the [www.rampla.org](http://www.rampla.org) website for any RFP revisions or answers to questions prior to submitting a Proposal in order to ensure their Proposal is complete and responsive.

**Proposers are encouraged to submit proposals prior to the due date and time. Proposals received after the due date and time 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 as an addendum to this RFP at [www.rampla.org](http://www.rampla.org).

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

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

**4. 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 Proposer cannot withdraw their proposal due to errors in their proposals.

**5. The City's Rights of Rejection and Withdrawal of RFP**

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

**6. Proposal Format**

Proposals shall be based only on the material contained in this RFP, responses based on questions from the Optional/Highly Recommended Pre-Proposal Conference, 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.

**F. EVALUATION AND SELECTION PROCESS**

**1. Proposal Responsiveness**

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

**2. Proposal Evaluation**

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.

The review criteria will include: 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 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 further assess 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 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 Proposer 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 Criteria**

A selection committee comprised of LAPL and other appropriate personnel will evaluate each proposal and the following criteria will be used in evaluating proposals and selecting the successful proposer to be recommended to the Board of Library Commissioners for consideration of an award.

<b>Evaluation Criteria</b>	<b>Meets RFP Requirements</b>
Cover Letter	Pass / Fail
Executive Summary	10
Proposer Capabilities, Qualifications and Relevant Experience	40
Proposed Fee Schedule and Expenses	25
References / Letters of Recommendations	15
Key Personnel	10
<b>Maximum Points – Total</b>	<b>100</b>

### 4. **Appeal 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; and, reference to the specific portion of the documents that form the basis of the protest.
- Request for a ruling from LAPL and 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.

## **G. GENERAL CONDITIONS**

### **1. Acceptance and Disposition of Proposals**

The LAPL 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 Proposer's proposal, or any part thereof, may be incorporated into and made 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 Record Act**

All proposals submitted in response to this RFP shall become the property of the LAPL and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the California Public Records Act.

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

In addition to the requested emailed copy noted in Section E.2.1 (“Proposal Submission Requirements”), all Proposers must supply one (1) 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 therefore.”

**3. RFP Revisions**

Any revision, amendment and addendum made to this RFP will be posted at [www.rampla.org](http://www.rampla.org).

**4. Transfers, Joint Ventures and Use of Subcontractors**

Proposers 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 the proposal by the LAPL or the Proposer. This type of correction or amendment will only be allowed for errors in typing or transposition. All changes must be coordinated in writing with authorization by and made by the RFP Contract Administrator identified in section G.11 of this RFP.

**8. Interpretation and Clarifications**

The LAPL will consider prospective recommendations or suggestions regarding any requirements before the Optional/Highly Recommended Pre-Proposal Conference. All recommendations or suggestions must be in writing and submitted to the RFP Contract

Administrator identified in Section G.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 the 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 an Optional/Highly Recommended Pre-Proposal Conference or proposal opening, please contact the RFP Contract Administrator at least five (5) working days prior to the scheduled event.

**11. Contact for Information / Contract Administrator**

For answers to questions relating to the content of this RFP, the Proposers must submit questions 14 days prior to the due date of the proposal submission, as listed on [www.rampla.org](http://www.rampla.org), by 5:00 p.m. via email to:

Deirdre Gomez  
Los Angeles Public Library  
630 West Fifth Street  
Los Angeles, CA 90071  
[dgomez@lapl.org](mailto:dgomez@lapl.org)

LAPL shall be the sole judge of whether a response is required for any question. All questions submitted in writing by a Proposer and answers provided by LAPL will be posted on [www.rampla.org](http://www.rampla.org) as an Amendment to the RFP. Any oral communication between a Proposer and a City employee is not binding on LAPL or the City of Los Angeles.

**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. 10/21 [v.4]) which is included as Attachment A of this RFP.

**H. PROPOSER CHECKLIST**

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

Section	Form / Document Description	Exhibit No.	Initial
RFP C.1	Cover Letter	--	
RFP C.2	Executive Summary	--	
RFP C.3	Proposer Capabilities, Qualifications and Relevant Experience	--	
RFP C.4	Proposed Fee Schedule and Expenses	--	
RFP C.5	References / Letters of Recommendation	--	
RFP C.6	Key Personnel	--	
RFP D.1	Declaration of Non-Collusion Affidavit ( <u>Must be Notarized</u> )	Exhibit E.1	
RFP D.2	Contractor Responsibility Ordinance (CRO) Questionnaire	Exhibit E.2a	
RFP D.2	CRO Pledge of Compliance	Exhibit E.2b	
RFP D.3	Certification Regarding Compliance with the Americans with Disabilities Act (ADA) Form	Exhibit E.3	
RFP D.4	Certification of Compliance with Child Support Obligations Form	Exhibit E.4	
RFP D.5	City of Los Angeles Contract History Form	Exhibit E.5	
RFP D.6	City of Los Angeles Residence Information Form	Exhibit E.6	
RFP D.7	Bidder Certification CEC Form 50	Exhibit E.7	
RFP D.8	Prohibited Contributors – Bidders CEC Form 55	Exhibit E.8	
RFP D.9	Iran Contracting Act of 2010 Affidavit (If Applicable)	Exhibit E.9	
RFP D.10	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) – On-Line Submission	Exhibit E.10	
RFP D.11	Disclosure Ordinances – On-Line Submission	Exhibit E.11	
RFP D.12	Business Inclusion Program (BIP) Walkthrough Manual- <b>WAIVED, NOT APPLICABLE FOR THIS RFP</b>	Exhibit E.12	
RFP D.13	Local Business Preference Program	Exhibit E.13a	
RFP D.13	Local Business Preference Program (LBPP) Certification Information (If Applicable)	Exhibit E.13b	

RFP D.14	Living Wage Ordinance (LWO) Employee Information (Form LW-6)	Exhibit E.14a	
RFP D.14	LWO Subcontractor Information (Form LW-18)	Exhibit E.14b	
RFP D.14	LWO Exemption Application (Form LW-10) – If applying for exemption	Exhibit E.14c	
RFP D.14	LWO Small Business Exemption Application (Form LW-26) – If applying for exemption	Exhibit E.14d	
RFP D.14	LWO 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) – If applying for exemption	Exhibit E.14e	
RFP D.14	LWO Non-Coverage Determination Application (Form OCC/LW29) – If applying for exemption	Exhibit E.14f	

2022



# RFP NO. 44-029 RESPONSE

CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY

REQUEST FOR PROPOSALS FOR E-RATE CONSULTANT  
SERVICES



ErateSync

**Prepared For: Los Angeles Public Library**

**Prepared By: Beverly Sutherland, CEMP\***

**\*Certified E-rate Management Professional  
President, Sutherland Consulting Group, Inc.  
Office: 626-296-6284  
Email: [bsutherland@edtechnologyfunds.com](mailto:bsutherland@edtechnologyfunds.com)**



**E-mpa<sup>®</sup>**  
E-Rate Management  
Professionals Association

SUTHERLAND CONSULTING GROUP, INC.  
5800A Hannum Ave Culver City, California 90230

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## SECTION 1 – COVER LETTER

October 26, 2022



City of Los Angeles  
Los Angeles Public Library  
630 W 5th Street  
Los Angeles, CA 90071

Dear Contract Administrator and Project Manager:

Sutherland Consulting Group, Inc. (SCG) is pleased to provide a response to Los Angeles Public Library's Request For Proposals RFP No. 44-029 For E-Rate Consultant Services.

Sutherland Consulting Group, Inc. (SCG) fully meets the qualifications as a full-service E-rate consultancy with more than 12 years of experience providing application support and advisement to a diversity of entities including large school districts, charter schools, library systems, and cooperatives. Sutherland Consulting Group is also a member of the E-Rate Management Professionals Association (E-MPA).

Our highly trained, technically savvy, and qualified staff includes a Certified E-rate Management Professional and is comprised of individuals from the education, local government, USAC compliance, and technology sectors. SCG's team brings the knowledge, dedication, and tenacity required for success in the E-rate program and combines it with a deep understanding of technology to build network infrastructures that prepare students and communities for a digital-based economy.

SCG has the requisite staff, qualifications, experience, resources, and the capacity to provide the comprehensive services to Los Angeles Public Library. We appreciate your consideration of our proposal.

**Company Name:** Sutherland Consulting Group, Inc..

**Address:** 5800 Hannum Avenue, Culver City CA 90230

**Telephone:** 626-296-6284

**Authorized Representative:** Beverly Sutherland

**Email:** [bsutherland@edtechnologyfunds.com](mailto:bsutherland@edtechnologyfunds.com)

Sincerely,

A handwritten signature in black ink, appearing to read "Beverly E. Sutherland", written in a cursive style.

Beverly Sutherland, President & Founder - Sutherland Consulting Group, Inc.

## SECTION 2 - EXECUTIVE SUMMARY

**Sutherland Consulting Group, Inc. (SCG)** was founded and is led by Beverly Sutherland, a passionate technologist with a deep understanding of the transformational impact technology can have on individuals and communities. The company was originally founded in 2006 as Sutherlandtechnology and incorporated in 2010 as the Sutherland Consulting Group Inc. Its mission is to help libraries and schools; both public and private, urban, or rural obtain funding for technology resources through the Federal Communications Commission's (FCC) Schools and Libraries Program (commonly referred to as E-rate) and other technology grant programs. Headquartered in Culver City, California, Sutherland Consulting Group is a 100% woman and minority owned business.

Sutherland Consulting Group provides comprehensive consulting services for library applicants including needs assessments, the identification of E-rate and technology funding opportunities, full audit and review support, CIPA compliance support, USAC/FCC Appeals support, and the management of broadband and equipment deployments. We carefully monitor USAC and FCC updates to keep our clients informed of policies and issues that can affect their funding and to advise them on current best practices for receiving the maximum discount.

Our staff of 9 is composed of leaders from the education, local government, USAC compliance, and technology sectors. We deeply understand the inner workings of library IT infrastructures as the #1 E-rate consultancy for libraries in California and former technical consultant to the California Library Broadband Grant initiative. With Sutherland Consulting Group, you'll have the most experienced team in E-rate funding and compliance, broadband and technology planning, and project management for libraries

Recognizing that there were a high number of failed audits and associated funding returns that were caused by organizations not being able to locate critical E-rate records, Sutherland Consulting Group launched the industry's first widely available E-rate records and compliance system - ErateSync. This secure cloud-based documentation management system (DMS) is used by entities nationwide to ensure that all their E-rate records are in a centralized and that files are accessible by many, even with staff changes.

In addition, SCG monitors government and industry sites to identify initiatives and additional technology funding opportunities to help libraries maximize their limited resources.

**Company Name:** Sutherland Consulting Group, Inc..

**Headquarters:** 5800 Hannum Avenue, Culver City CA 90230

**Telephone:** 626-296-6284 **Website:** [www.edtechnologyfunds.com](http://www.edtechnologyfunds.com)

**Name and email of main contact:** Beverly Sutherland [bsutherland@edtechnologyfunds.com](mailto:bsutherland@edtechnologyfunds.com)

**Federal Tax I.D. Number:** 27-4258189 **Articles of Incorporation Number:** 3328867

**Type of organization:** S Corporation

### **RELATED PROJECTS**

Sutherland Consulting Group is uniquely qualified to provide E-rate and Telecommunications Support Services for LA Public Library. As a hands-on consultancy, we currently serve as the full-service consultant for a number of large library systems in California including Los Angeles County Library, San Joaquin Valley Library System, San Diego County Library, Stockton-San Joaquin County Public Library, Stanislaus County Library, and more.

The work SCG undertakes with these clients matches the work outlined in this RFP. In 2017, for example, we assisted the Los Angeles County Library System with their network infrastructure upgrade project which resulted in \$5M in E-rate Category 2 funding. This award was the largest ever issued to a library system through the E-rate program.

Furthermore, it was especially gratifying to have assisted California libraries with E-rate and grant funding in support of their transition to Cenic's CalRen Network for increased broadband internet speeds and to upgrade critical network elements. SCG will leverage this unmatched experience as a partner in Los Angeles Public Library's future connectivity and digital equity initiatives.

These experiences have given us a deep understanding of the challenges faced by California applicants as well as the opportunities to obtain and maximize funding as well, making SCG a perfect fit to assist LA Public Library with the alignment of technology expertise with various funding vehicles including E-rate, California Teleconnect Fund, and grants.

## **SECTION 3 – CAPABILITIES, QUALIFICATIONS AND RELEVANT EXPERIENCE**

Sutherland Consulting Group, Inc. fully meets the qualifications to successfully provide the required services outlined in Section B of the RFP. In addition to the ability to provide the consulting services to help the Library successfully obtain federal funding for E-Rate related projects, we far exceed the requirement of three (3) years of paid experience in providing E-Rate consulting services to large school or library systems. Sutherland Consulting Group has been a member of the E-Rate Management Professionals Association (E-MPA) since 2014.

To meet the requirements outlined in the Scope of Work in the Los Angeles Public Library’s RFP for E-rate Consultant Services, we will provide Los Angeles Public Library (LAPL) with comprehensive E-rate Program Support and Management for Category One – Internet/WAN, Category Two – LAN/WLAN Infrastructure components, and Emergency Connectivity Funding (ECF) for services.

Below details how we will deliver the services per the RFP’s Scope of Work section upon contract award.

### **A. SUMMARY DESCRIPTION**

Recognizing that a broadband infrastructure is the critical foundation for library programming and equitable community outreach, Sutherland Consulting Group’ approach in support of the FCC’s Schools and libraries Program (aka E-Rate Program) is to combine experienced account management with mature application and compliance processes based on our more than 12 years of experience with the E-rate program.

Upon contract award, Los Angeles Public Library will be assigned a Project Manager who is, due to the nature of E-rate funding management, also a Sr. E-rate consultant and experienced in overseeing E-rate funding for large library systems. The Project Manager will be accessible to the LAPL Project Manager Monday through Friday, 7:00 a.m. – 6:00 p.m., Pacific Standard Time (PST). A telephone number will be provided to the Library so the Project Manager can be reached during hours outside of regular office business hours. The Project Manager is supported by our Director of Operations who oversees other resources such as discount activations/reimbursements and documentation retention that are needed to support our E-rate operations. Our E-rate operations team also includes an account management supervisor who is a former E-rate Program Integrity Assurance (PIA) reviewer and is responsible for escalating funding matters within USAC.

Sutherland Consulting Groups’ experienced, hands-on approach provides our clients with a knowledgeable resource that goes beyond “filing applications.” Our account management structure was developed to help entities navigate the many hurdles that libraries face in onboarding the critical funding needed to support 21<sup>st</sup> Century environments.

## **B. E-RATE APPLICATION PROCESS OVERVIEW**

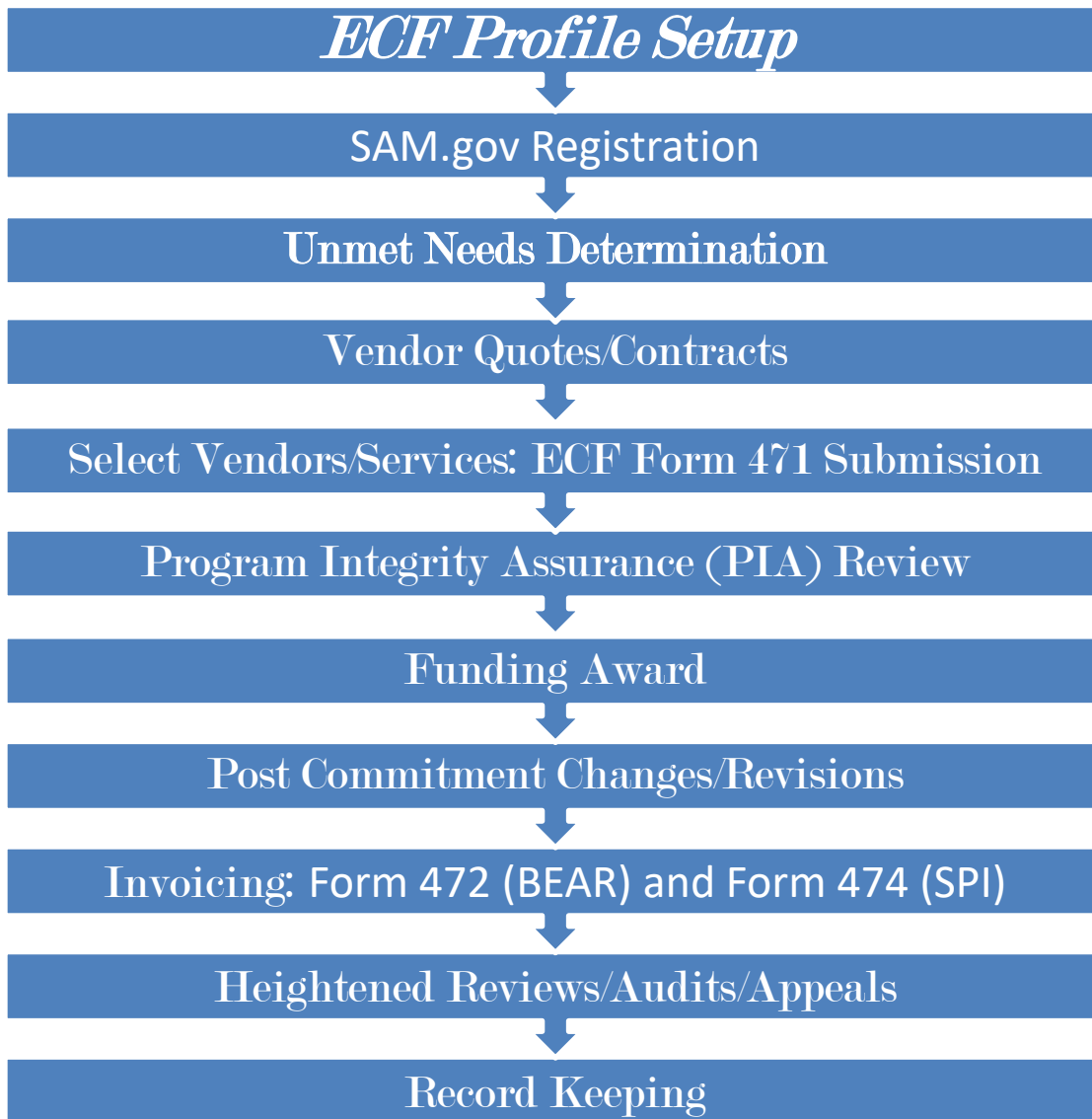
SCG's processes and organizational structure was developed to support our clients through the E-rate application process as detailed below. Revisions to this process and our structure will be made as needed in support of rule, goods/services eligibility, and overall program changes.



## **C. EMERGENCY CONNECTIVITY FUND (ECF) PROGRAM APPLICATION PROCESS**

### **OVERVIEW**

EDTECHFUNDS's processes and organizational structure was developed to support our clients through the ECF application process as detailed below. Revisions to this process and our structure will be made as needed in support of rule, goods/services eligibility, and overall program changes.



#### **D. TECHNOLOGY PLANNING**

Upon the Los Angeles Public Library E-rate Consulting RFP award and contract execution, SCG will discuss plans for the development of a 3-year E-rate technology plan.

- An in-person meeting will be held to discuss technology vision and needs for the next three years.
- SCG will work with local staff to understand the status of the systems technology and infrastructure. This may include optional site walkthroughs and creation of an overall As-built network drawing creation /revisions for the library system.
- If site walkthroughs are elected, Sutherland Consulting Group, in conjunction with LAPL staff, will develop and/or revise the list of current telecommunications circuits, equipment/services/floor plans, and network diagrams.
- SCG will review all technology infrastructure expenses to identify any additional items eligible for E-rate funding
- From this information, a three-year E-rate technology plan will be developed so that the Library can identify appropriate strategies for future development.
- The technology plan will be reviewed and updated annually, or as new goods/services become eligible for E-rate funding or as new funding opportunities become available.

#### **E. RFP DEVELOPMENT**

- Based on the funding opportunity and/or LAPL's technology plan, Sutherland Consulting Group will meet with the Library staff to discuss the development of RFPs for telecommunications, technology services, and equipment as needed. SCG will integrate LAPL's local requirements, E-rate guidelines, and best-in-class technology requirements for each RFP developed. Vendor evaluation criteria will be established, and vendor information packages will be created for each RFP prior to posting. See competitive bidding section for more details.
- SCG work with LAPL's procurement team to post the RFP on the city's Regional Alliance Marketplace for Procurement (RAMP) system and on USAC's EPC portal as required. A LAPL email account will be created on the Sutherland Consulting Groups email server prior to posting the RFP in order to manage vendor questions and receive responses.
- After the RFP posting has closed, SCG will aggregate vendor responses and create an evaluation matrix based on the established criteria along with qualified proposals for review by LAPL.
- Sutherland Consulting Group will meet with LAPL staff to review responses and assist with the scoring and selection process.

## **F. E-RATE APPLICATION SUBMISSION SUPPORT**

During the E-rate application submission process, eligible schools and libraries submit funding requests to USAC for the upcoming funding year. Several tasks must be completed before starting the process to ensure LAPL is in the best position to fully leverage its E-rate funding opportunities. SCG will take the following steps.

1. Submit a Letter of Agency (LOA) to USAC annually be an authorized communicator for Los Angeles Public Library (**LAPL**)
2. Validate E-rate discounts for Category One & Two and Emergency Connectivity Funding (ECF) services
3. Work with LAPL staff to review changes to library the number of branches and/or square footage
4. Review of technology infrastructure related expenses and invoices including Califa/Cenic services

SCG will then update the E-rate Productivity Center (EPC) portal with all necessary changes to ensure that correct funding discounts are established, all entities are properly classified, and Category Two budgets are maximized.

### ***EMERGENCY CONNECTIVITY FUND (ECF)***

**SPECIAL FUNDING:** To help schools and libraries provide devices and connectivity to students, school staff, and library patrons during the pandemic, Congress established a \$7.171 billion Emergency Connectivity Fund as part of the recently enacted American Rescue Plan Act of 2021 (the American Rescue Plan or Act). Congress directed the Federal Communications Commission (Commission) to promulgate rules providing for the distribution of funding from the Emergency Connectivity Fund to eligible schools and libraries for the purchase of eligible equipment and advanced telecommunications and information services for use by students, school staff, and library patrons at locations other than a school or library.

### ***E-RATE FORM 470 – REQUEST FOR FUNDING***

- Sutherland Consulting Group will create a draft of the Form 470 based on requirements detailed in the approved RFP and carefully review before posting on USAC's EPC system. The RFP will also be posted on LA Public Library's website and in the local newspaper if required. The filing of the Form 470 initiates the 28-day Competitive Bidding process and window.
- The use of Master Contract vehicle such as CMAS, NASPO, CalNet, or other eligible contracting vehicles can be incorporated into the Form 470 and competitive bidding processes.
- Also, if LAPL elects to continue with existing service from a multi-year contract, the Form 470 and competitive bidding processes can be bypassed.
- SCG will meet with Los Angeles Public Library staff to determine unmet/needs and programs that may be eligible to be supported through the ECF program.
- LAPL will approve final list of goods/services to purchase
- SCG will gather vendor quotes and proposals

- Los Angeles Public Library will approve vendors and services
- All contracts and agreements will be approved by Los Angeles Public Library and will include provisions for payments to be made by SCG

***COMPETITIVE BIDDING PROCESS***

- In order to ensure that all vendor communications and USAC inquiries are sent to Sutherland Consulting Group, the SCG Account Manager will be listed as the primary and technical contact on Form 470 submissions unless otherwise requested. Note that competitive bidding is not required for the ECF program.
- SCG will furthermore set up an email account that will be the single point of communications with vendors.
- SCG will respond to all vendor questions and post on USAC’s EPC system.
- At the close of the minimal 28-day competitive bidding window, SCG will create a bid summary sheet and vendor evaluation matrices.
- These documents will be sent to LAPL for review and vendor selections. SCG will meet with LAPL staff to review responses and assist with the scoring and selection process.

***E-RATE AND/OR FORM 471 – SELECT VENDORS/SERVICES***

- Once LAPL staff has finalized the vendor(s) selection, SCG will review final contracts and Item21 Attachments from the selected vendor(s) for E-rate compliancy.
- Vendor contracts will include provisions for the LAPL (applicant) payments to be made by Sutherland Consulting Group
- These contracts will then be available for LAPL’s review and board approval process. Sutherland Consulting Group will assist with vendor interface on revisions to the contract as needed.
- Once all contracts and attachments have been approved, the Form 471 will be submitted along with all supporting documents three weeks prior to the close of the filing window.
- SCG will then track the status of the Form 471 and answer Program Integrity Assurance (PIA) review questions until funding is awarded.
- SCG will retain all documents generated during the Form 470, Competitive Bidding, and Form 471 process including RFPs, vendor communications, proposals, bid matrices, and vendor scoring sheets in ErateSync-AuditVault, our secure document management system, as required by local and state statutes as well as E-rate program rules.

## **G. PROGRAM INTEGRITY ASSURANCE (PIA) REVIEW**

- After the Form 471 has been submitted with selected vendors, SCG will begin tracking the application funding status in the EPC system. SCG will serve as the primary contact with USAC and respond to Program Integrity Assurance (PIA) questions when the application reaches the review stage of the process.
- SCG will confirm receipt of PIA Review inquiries immediately and will make every effort to prepare a response to for review with System within three (3) days of receipt. For issues requiring more time, SCG will communicate that request to the reviewer and through the EPC system.
- Updates on the status of the inquiry will be made daily until the issue is resolved.
- We anticipate that most issues will be successfully addressed by the SCG Account Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.

## **H. CHILDREN’S INTERNET PROTECION ACT COMPLIANCE**

All applicants are required be Children’s Internet Protection Act (CIPA) compliant if they are requesting discounts on Category One internet access and all Category Two services – internal connections, managed internal broadband services, and basic maintenance of internal connections.

- SCG will collect all CIPA compliance documentation to review LA Public Library ’s CIPA compliancy status. The actions for this would include the following steps:
  - 1.Reviewing and revising Internet Safety policy as required by the FCC for CIPA compliance
  - 2.Gathering information on the Technology Protection Measure options and plans from LAPL IT Staff
  - 3.Review notice of public hearing or meeting that covered Internet Safety and CIPA compliance
  - 4.Archiving all CIPA documents such as the Internet Safety Policy, Technology Protection Measure, Public meeting agenda and minutes in ErateSync-AuditVault.
- Every year, prior to applying for new funds, the SCG Account Manager will send the contact on file a form for LA Public Library to complete which confirms the system is still CIPA compliant and no changes have been made to the internet safety policy. CIPA compliancy not only allows LA Public Library to apply for Category 2 funding, but with your consent, it will also allow for SCG to certify USAC’s Form 486 stating that you are CIPA compliant and therefore eligible to receive discounts for your services.
- SCG will provide CIPA compliance training on an as needed basis.

## **I. FORM 486 SUBMISSION - RECEIPT OF SERVICE CONFIRMATION/CIPA CERTIFICATION**

FCC Form 486 (**Receipt of Service Confirmation and Children's Internet Protection Act Certification Form**) notifies USAC that the billed entity and/or the eligible entities that it represents is receiving, or has received, service in the relevant funding year from the named service provider(s).

- Upon receipt of Funding Commitment Decision Letter (FCDL), SCG will take steps below to approve funding:
  1. Review awarded amounts. An appeal to USAC will be filed if there is a discrepancy in the amount awarded vs original funding requests with any adjustments made during the PIA process
  2. Notify LAPL of funding award
  3. Verify CIPA compliance status
  4. File Form 486 with start of service date and certifying full CIPA compliance
  5. Retain all documentation used to approve funding award

## **J. SERVICE DELIVERY PROJECT MANAGEMENT**

- After the Form 486 has been certified, SCG will work with LA Public Library and the vendor(s) to establish a deployment schedule, an invoicing/payment process, an equipment labels/asset registry plan, and a list of documents needed.

## **K. SERVICE PROVIDER DISCOUNT ACTIVATIONS AND REIMBURSEMENT PROCESS**

- SCG will manage the E-rate discount/reimbursement process with both USAC/Cenic/California Teleconnect Fund (CTF) and the designated vendor(s). This process includes the following:
  1. Determining method of invoicing – Service Provider Invoicing (SPI) or Reimbursement.
  2. Completing necessary vendor forms and grids to activate discounts
  3. Submitting the Form 472 (Billed Entity Applicant Reimbursement) as needed
  4. Monitoring USAC disbursements

## **L. INVOICING AND PAYMENTS**

SCG will monitor and manage the E-rate invoicing and payment process for Category One (Internet Access/telecommunications) and Category Two (Internal Connections) Services. This process includes the following:

1. Completing service certification forms. SCG will file a request with USAC to require that a Service Certification Form be submitted prior to invoice payments to the vendor for all work done.
2. Establishing a process with vendor(s)/Library to receive bills and invoices.
3. Reviewing vendor invoices prior to Library approval and payment.
4. Receipt of final payment approval from LAPL
5. SCG will pay vendor invoices on E-rate services
6. Generate copies of proof of payment
7. Reconciling billing issues with vendors
8. Annual Invoice/Payment/CTF/Discount Reconciliation at the close of the Funding Year with all E-rate vendors

## **M. POST FUNDING CHANGES**

### ***FORM 500***

The FCC Form 500 (Funding Commitment Adjustment Request Form) is used to submit changes to funding requests after USAC has issued commitments for those requests.

- Sutherland Consulting Group will file an FCC Form 500 as needed to accomplish one or more of the following:
  1. To adjust the funding year service start date reported on a previously filed [FCC Form 486](#)
  2. To adjust the contract expiration date listed on the [FCC Form 471](#)
  3. To cancel a Funding Request Number (FRN)
  4. To reduce the amount of an FRN
  5. To request a service delivery extension for non-recurring services
  6. To notify USAC of an equipment transfer resulting from the closure of the location where the equipment was originally installed

### ***PREPARE AND FOLLOW-UP WITH SERVICE SUBSTITUTIONS, AND SPIN NUMBER CHANGES***

- Service substitutions encompass changes in the technical components (products, services, or both) specified in the FCC Form 471. SCG will coordinate with vendor and LA Public Library staff to ensure that the service or product substitutions must meet the conditions as specified in the Federal Communications Commission (FCC) rules. SCG will notify LAPL of any cost changes as a result of the substitution prior to filing. After the substitution request is filed, SCG will track on a weekly basis until approved.
- SCG will file a corrective SPIN change or an operational SPIN change as needed.

## **N. E-RATE HEIGHTENED REVIEWS, AUDITS, AND APPEALS**

Sutherland Consulting Group will leverage its extensive experience in responding to USAC heightened reviews and audits including but not limited to Program Integrity Assurance (PIA); Payment Quality Assurance (PQA); Children's Internet Protection Act (CIPA); Selective Review Information Request (SRIR); Invoice Review, Beneficiary and Contributor Audit Program (BCAP) requests as needed. Our goal is to ensure that every review and audit has a successful outcome. As such, SCG will meet with LAPL to establish the protocol for receiving and answering questions.

- SCG will confirm receipt of USAC inquires and audits immediately and will make every effort to prepare a response to for review with System within three (3) days of receipt. For issues requiring more time, SCG will communicate that request to the reviewer and through the EPC system. Updates on the status of the inquiry will be made daily until the issue is resolved.

- We anticipate that most issues will be successfully addressed by the SCG Program Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.
- SCG will review or draft FCC and USAC Appeals as needed to ensure continuity of funding.

## **O. E-RATE DOCUMENTATION MANAGEMENT**

The Federal Communications Commission (FCC) requires that program participants retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts. Schools, libraries, and service providers are subject to both random audits and to other audits (or investigations) to examine an entity's compliance with the statute and the Commission's rules initiated at the discretion of the Commission, USAC, or another authorized governmental oversight body.

The FCC adopted the E-rate Modernization Order on July 11, 2014, extending the document retention period to 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request.

SCG will manage Los Angeles Public Library's E-rate records to ensure audit readiness in compliance with program rules (see detailed overview in the next section).

- The SCG Account Manager is responsible for uploading, managing, and retrieving documentation received during all phases of the Application process including files required from the competitive bidding process as well as data received from LAPL, vendors, and USAC. Documentation will be uploaded within 24 hours of receipt into our online, secure documentation storage and retention program, ErateSync-AuditVault (See overview below) .
- If LAPL elects to subscribe to ErateSync-AuditVault, our cloud-based E-rate document management & compliance system, the Account Manager will prepare a quarterly E-rate Records Report and an audit-readiness report for LAPL staff. The E-rate Records report will indicate: name of documents and applicable FCC/USAC category to which the document aligns for the past 3 funding years. The Audit-Readiness report will detail documents stored and missing for each of the 8 known USAC reviews/audits including Program Integrity Assurance (PIA) Review, Selective Review(SRIR), Information Request, Beneficiary and Contributor Audit Program(BCAP), Payment Quality Assurance (PQA), Children's Internet Protection Act (CIPA) Review, Invoice Review (IR), Basic Maintenance Internal Connection (BMIC) Review, Emergency Connectivity Fund (ECF) Review, and more as needed.
- Access to documentation stored in ErateSync-AuditVault is available to LAPL staff as needed. SCG has a staff member who is responsible for providing training and technical support to LAPL for ErateSync-AuditVault.
- Annually, around November, the SCG Account Manager will prepare a flash drive of all documentation stored for the System to have for posterity.

## **P. ERATESYNC- AUDITVAULT**

ErateSync - AuditVault is Sutherland Consulting Group's E-rate Document Management System. Specifically designed to support entities with the management of the FCC's E-rate and Emergency Connectivity Fund programs 10-year record retention requirement, ErateSync – AuditVault now allows schools and libraries to complete more audits in less time, streamlining repetitive tasks.

ErateSync-AuditVault effortlessly onboards and classifies records from USAC, Google Drive, or your local drive enabling a centralized library of documents for all USAC reviews or audits including BCAP, PQA, SRIR, & others for each program Funding Year.

ErateSync-AuditVault also enables entities to swiftly identify missing records by audit or review that could introduce unnecessary risks to the funding awards. Records can be shared with reviewer, auditor, or staff members. Organizations can now deliver the visibility boards, management, and stakeholders need to make IT funding decisions.

This feature-rich platform also allows subscribers to retain records and information provided during audit responses along with auditor findings and USAC actions retain in the Completed Audits Repository. Users can also opt-in to Monthly notifications of missing files by audit or review type.

## **Q. ONGOING COMMUNICATIONS**

### ***RESPONSIVENESS***

- The assigned Program Manager will be available M-F 7am to 6m PST and will be responsible for a responding to any and all Library questions or inquires
- Advise the Library on all risk factors and strategies related to securing the maximum allowable E-rate Discount.
- Sutherland Consulting Group, as members of the E-rate Management Professionals Organization (E-MPA) and Schools, Health & Libraries Broadband Coalition (SHLB), will keep LAPL informed of any FCC/USAC/SLD policies or issues that will impact its library members.
- Leverage FCC, USAC/SLD, SHLB, and E-MPA relationships to advocate on behalf of LAPL.

### ***TRAINING***

- SCG will provide onsite and virtual training on E-rate rules, policies, and compliance issues

### ***REPORTS SUMMARY***

SCG will review and monitor funding awards, payments, and USAC notices on an on-going basis. The following reports will be provided to LAPL see Section I for sample reports:

- 3-Year Funding Summary (Quarterly)
- Documentation Retention Report (Monthly)
- Remaining Category Budget (Annually)
- USAC and California Teleconnect Fund (CTF) program updates (Annual/or as needed)

**R. NEW FUNDING OPPORTUNITIES**

- Sutherland Consulting Group will leverage its extensive network of technology funding resources to proactively seek and identify federal, state, and local opportunities to help LAPL accomplish its technology goals. In addition to special federal funding and trials for broadband connectivity in rural communities, SCG will also track opportunities through its subscription to grant funding apps such as RFPmatch.com and its membership to the Schools, Health & Libraries Broadband (SHLB) Coalition.
- Once opportunities have been identified, SCG will work with LAPL to obtain any necessary data and information needed to pursue that funding opportunity.
- In addition, SCG will prepare a quarterly report on funding trends and their impact on future planning.

**S. E-RATE MANAGEMENT PROFESSIONALS ASSOCIATION (E-MPA) MEMBERSHIP AND CERTIFICATE**



## ALL MEMBERS

**Allen & Allen Consulting, LLC** ([show details](#))

**Businessmap** ([show details](#))

**Clarity Solutions, Inc.** ([show details](#))

**CRW Consulting, LLC** ([show details](#))

**CSM, Incorporated** ([show details](#))

**E-Rate & Educational Services, LLC** ([show details](#))

**E-Rate Advantage** ([show details](#))

**\*E-Rate Central** ([show details](#))

**E-Rate Complete, LLC** ([show details](#))

**E-rate Consulting, Inc.** ([show details](#))

**E-Rate Consulting, LLC** ([show details](#))

**E-RATE ONLINE** ([show details](#))

**E-Rate Provider Services, LLC** ([show details](#))

**EdTechnology Funds, Inc.** ([hide details](#))

Beverly Sutherland, [bsutherland@edtechnologyfunds.com](mailto:bsutherland@edtechnologyfunds.com)  
2400 N. Lincoln Avenue  
Altadena, CA 91001  
(626) 296-6284  
(323) 908-9622 (fax)  
<https://edtechnologyfunds.com/>

**Educational Funding Group** ([show details](#))

## SECTION 4 – FEE SCHEDULE & EXPENSES

Below is our pricing schedule based on an hourly rate for consulting services and fees for additional services.

### Consulting Services

The fee schedule is the rate sheet of services performed on an hourly basis. The library will be provided a detailed listing of services performed.

Position	Hourly Rate
Program Manager/Sr. E-rate Consultant	\$150
E-Rate Consultant	\$130
E-Rate Specialist	\$90
Administrative Support	\$45
FCC/USAC Outside Legal Counsel	SCG will pass through any legal fees, without profit, for services rendered on behalf of the Library. SCG will prior authorization from the Library and provide estimates of the associated fees before any services are rendered.

### Additional Fees

Document Management System – ErateSync-AuditVault

**\$36,586.00/year**

## SECTION 5 –REFERENCES AND LETTERS OF RECOMMENDATION

For each of our California Library references, Sutherland Consulting Group provides comprehensive FCC E-rate and Emergency Connectivity Fund Program Management including services below:

- Conducted system-wide technology needs assessment
- Support broadband topology and connectivity
- RFP Development
- CIPA verification and validation
- Collect information and file all E-rate forms
- Provide oversight on Competitive Bidding
- Respond to all USAC inquiries
- Manage vendor invoice reconciliation
- Retain Documentation
- Preparation of Service Substitutions
- Support for Selective Review and Invoice audits
- Preparation of USAC Appeal and FCC Waiver request

<p><b>Los Angeles County Public Library (88 sites &amp; data center)</b></p> <ul style="list-style-type: none"> <li>• Advise library and City staff on USAC/FCC rules and procedures</li> <li>• Complete E-rate Application Support for Category 2 and Emergency Connectivity Fund</li> <li>• CIPA Compliance</li> <li>• Documentation Retention</li> <li>• Vendor Contract Management</li> <li>• Selective Review Support</li> </ul>	<p><b>Service Dates:</b> FY2014-Present  <b>Contact:</b> Binh Le, Chief Information Officer  <b>Email:</b> <a href="mailto:ble@library.lacounty.gov">ble@library.lacounty.gov</a>  <b>Telephone:</b> 562/940-8418</p>
<p><b>San Diego County Library (33 sites )</b></p> <ul style="list-style-type: none"> <li>• Advise library staff on USAC/FCC rules and procedures</li> <li>• Complete E-rate Application Support for Category 2 and Emergency Connectivity Fund</li> <li>• CIPA Compliance</li> <li>• Documentation Retention</li> <li>• Reimbursement Support</li> </ul>	<p><b>Service Dates:</b> FY2017-Present  <b>Contact:</b> Migell Acosta, Library Director  <b>Email:</b> <a href="mailto:migell.acosta@sdcounty.ca.gov">migell.acosta@sdcounty.ca.gov</a>  <b>Telephone:</b> (858)694-2389  <b>Address:</b> 5560 Overland Avenue Suite 110  San Diego, CA 92123</p>
<p><b>Monterey County Free Libraries (22 sites &amp; bookmobiles)</b></p> <ul style="list-style-type: none"> <li>• Advise library staff on USAC/FCC rules and procedures</li> <li>• Complete E-rate Application Support for Category 1 and Category 2</li> <li>• CIPA Compliance</li> <li>• Documentation Retention</li> <li>• Manage vendor invoice reconciliation</li> <li>• Reimbursement Support</li> </ul>	<p><b>Service Dates:</b> FY2018-Present  <b>Contact:</b> Hillary Theyer, Library Director  <b>Email:</b> <a href="mailto:theyerha@co.monterey.ca.us">theyerha@co.monterey.ca.us</a>  <b>Telephone:</b> 831-883-7566  <b>Address:</b> 188 Seaside Cir, Marina, CA 93933</p>

<p><b>Stanislaus County Library System</b></p> <ul style="list-style-type: none"> <li>• Advise library staff on USAC/FCC rules and procedures</li> <li>• Complete E-rate Application Support for Category 1, Category 2</li> <li>• CIPA Compliance</li> <li>• Documentation Retention</li> <li>• Manage vendor invoice reconciliation</li> <li>• PQA Audit Support</li> <li>• Selective and Invoice Review Support</li> <li>• USAC &amp; FCC Appeals</li> <li>• Reimbursement Support</li> </ul>	<p><b>Service Dates:</b> FY2019-Present  <b>Contact:</b> Curtis Lee, Business Manager</p> <p><b>Email:</b> <a href="mailto:clee@stanlibrary.org">clee@stanlibrary.org</a></p> <p><b>Telephone:</b> 209-558-8951  <b>Address:</b> 1500 I STREET  MODESTO, CA 95354</p>
<p><b>Queen Borough Public Library System (64 sites)</b></p> <ul style="list-style-type: none"> <li>• Advise library staff on USAC/FCC rules and procedures</li> <li>• Complete E-rate Application Support for Category 1 and Emergency Connectivity Fund</li> <li>• Full E-rate Compliance Support</li> <li>• CIPA Compliance</li> <li>• Documentation Retention</li> <li>• Manage vendor invoice reconciliation</li> </ul>	<p><b>Service Dates:</b> FY2020-Present  <b>Contact:</b> Chauncie Brooks IT Director  <b>Email:</b> <a href="mailto:chauncie.a.brooks@queenslibrary.org">chauncie.a.brooks@queenslibrary.org</a>  <b>Telephone:</b> (917) 560 8873  <b>Address:</b> 89-11 Merrick Boulevard Jamaica, NY 11432</p>
<p><b>San Joaquin Valley Library System (110 sites, 10 Library System)</b></p> <ul style="list-style-type: none"> <li>• Advise library and county staff on USAC/FCC rules and procedures</li> <li>• Complete E-rate Application Support for Category 1, Category 2, and Emergency Connectivity Fund</li> <li>• CIPA Compliance</li> <li>• Documentation Retention</li> <li>• Manage vendor invoice reconciliation</li> <li>• BCAP, PQA Audit Support</li> <li>• USAC &amp; FCC Appeals</li> </ul>	<p><b>Service Dates:</b> FY2019-Present  <b>Contact:</b> Christopher Wymer, Administrative Librarian  <b>Email:</b> <a href="mailto:christopher.wymer@sjvls.org">christopher.wymer@sjvls.org</a>  <b>Telephone:</b> (559) 600-6256  <b>Address:</b> 2420 Mariposa Street Fresno, CA 93721</p>

## SECTION 6 – KEY PERSONNEL

### SUTHERLAND CONSULTING GROUP KEY PERSONNEL

SCG consultants are hardworking, tech-savvy, and knowledgeable professionals, who operate with the utmost integrity. SCG is a member of the E-rate Management Professionals Association (E-MPA) and abides by its code of ethics. SCG also has consultants that are Certified E-rate Management Professionals (CEMP), a certification given by the E-MPA after rigorous testing and demonstrated commitment to ongoing education.

#### SUMMARY

##### **Beverly Sutherland** - President and CEO

Culver City, California

- 16+ Years of experience with the E-rate Program
- Currently oversees companywide E-rate application processes
- 11 years+ experience with BCAP, PQA, & onsite audits
- Extensive experience with FCC appeals
- Patent holder and advisor on network topology/infrastructure design
- Former technology consultant to the California Library Broadband Grant program for upgrades to the Cenic's CalRen network
- Manages client relationships and engagements nationwide
- Authors E-rate, technology papers, and marketing materials.
- Manages/oversees documentation retention application development activities
- Certified E-rate Management Professional (CEMP)
- Board Member for Schools, Libraries & Healthcare Broadband Coalition

##### **Ingrid Goodman** – Director of Operations

Reno, Nevada

- 16+ years of experiences working with technology procurement and competitive bidding for Los Angeles County
- Extensive experience in USAC/FCC Reviews, BCAP/PQA Audits and Appeals
- Manages/oversees E-rate process for special accounts
- Manages daily activity of Account management team
- Manages companywide discount activation and telecommunication reconciliations
- Experience in supporting BCAP and PQA audits

##### **Cindy Perez**

##### **Sr. E-rate Consultant/Account Manager**

Culver City, California

- 15+ years of the management of Federal funding sources
- 8+ years of experience with the E-rate Program
- Manages/oversees statewide California school district and library accounts
- Lead consultant on discount validations
- Lead consultant on invoice reconciliations
- Extensive experience in supporting PQA Audits and heightened USAC reviews
- Experience in supporting BCAP audits

**Reginald Myers** – Sr. E-rate Consultant, Account Manager  
North Brunswick Township, New Jersey

- Strategic account manager for large E-rate entities
- Manages/oversees E-rate process for charter school and small district accounts
- Generates company newsletters regarding E-rate industry information and updates
- Coordinates company webinars
- Oversees/manages E-rate marketing and training related materials
- Company representative for the E-rate Management Professionals Association (E-MPA)

**Edgar Barron** - E-rate Consultant, Data Specialist, Account Manager  
Brownsville, Texas

- Former E-rate PIA reviewer
- Manages/oversees E-rate process for school districts and libraries
- Oversees E-rate & ECF data aggregation & analysis
- Reviews and onboards new tools

**Karla Jenkins** - E-rate Consultant/Account Manager  
Culver City, California

- 7 years of experience with the E-rate Program
- Gather enrollment and NSLP data from clients
- Prepare USAC Forms and other documents for submission
- Oversees/manages Data Migration and Document Retention

**Kelly Wiggins** - E-rate Consultant/Account Manager  
St Louis, Missouri

- Former E-rate Administrator for Charter/Spectrum
- 4 years of experience with the E-rate Program
- Specializes in discount activation and telecommunication reconciliations
- Prepare USAC Forms and other documents for submission

**Brigitte Thomas-Corsino** - E-rate Documentation Specialist  
Culver City, California

- Supports companywide records migration and reporting
- 1.5 years of experience with the E-rate Program
- Specializes in discount activation and telecommunication reconciliations
- Prepare USAC Forms and other documents for submission

# EXHIBITS

**DECLARATION OF NON-COLLUSION**

**GENERAL**

To the Board of Library Commissioners of the City of Los Angeles; the Undersigned, having carefully read the accompanying instructions to Bidders/Proposers, Agreement, Attachments, and Specifications, hereby proposes to comply with said terms of Agreement, Attachments, and Specifications. The Undersigned understands that this Bidder/Proposer will not be released because of errors on the bid documents.

**DECLARATION OF NON-COLLUSION**

The Undersigned declares under penalty of perjury that this bid/proposal is genuine and not sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the Bidder/Proposer has not directly or indirectly induce or solicited any other Bidder/Proposer to put a sham bid, or any other person, firm or corporation to refrain from submitting a bid/proposer, and that the Bidder/Proposer has not in any manner sought by collusion to secure him/herself any advantage over other Bidders/Proposers.

**SIGNATURES**

Bidders/Proposers must complete and sign below. Approved corporate signature methods are (a) two signatures; one by Chairman of the Board of Directors, President, or a Vice-President, and one by Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer, or (b) one signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

Executed at: Culver City / CA on 10-24-22  
(City) / (State) (Date)

Firm Name: Sutherland Consulting Group

Telephone No.: 626-296-6284

Address: 5800A Hamman Ave Suite 230 Culver City 90230 CA

Signature: [Handwritten Signature]

Title: President & CEO

**NOTARIZATION**

Declaration must be sworn to and notarized below:

County of SEE CA JURAT ATTACHMENT

State of \_\_\_\_\_

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

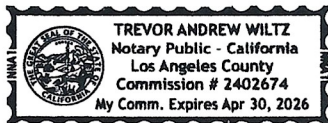
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*Signature of Document Signer No. 1*                      *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 24 day of October, 2022,  
 by                      *Date*                      *Month*                      *Year*  
 (1) Beverly Sutherland  
 (and (2) \_\_\_\_\_),  
    *Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature Trevor Wiltz  
    *Signature of Notary Public*

*Seal*  
*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Declaration of Non-Collusion Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**DECLARATION OF NON-COLLUSION**

**GENERAL**

To the Board of Library Commissioners of the City of Los Angeles; the Undersigned, having carefully read the accompanying instructions to Bidders/Proposers, Agreement, Attachments, and Specifications, hereby proposes to comply with said terms of Agreement, Attachments, and Specifications. The Undersigned understands that this Bidder/Proposer will not be released because of errors on the bid documents.

**DECLARATION OF NON-COLLUSION**

The Undersigned declares under penalty of perjury that this bid/proposal is genuine and not sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the Bidder/Proposer has not directly or indirectly induce or solicited any other Bidder/Proposer to put a sham bid, or any other person, firm or corporation to refrain from submitting a bid/proposer, and that the Bidder/Proposer has not in any manner sought by collusion to secure him/herself any advantage over other Bidders/Proposers.

**SIGNATURES**

Bidders/Proposers must complete and sign below. Approved corporate signature methods are (a) two signatures; one by Chairman of the Board of Directors, President, or a Vice-President, and one by Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer, or (b) one signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

Executed at: Culver City / CA on 10-24-22  
(City) / (State) (Date)

Firm Name: Sutherland Consulting Group

Telephone No.: 626-296-6284

Address: 5800A Hannum Ave Suite 230 Culver City 90230 CA

Signature: Karen Junk

Title: Secretary

**NOTARIZATION**

Declaration must be sworn to and notarized below:

County of SEE CA JURAT ATTACHMENT

State of \_\_\_\_\_

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

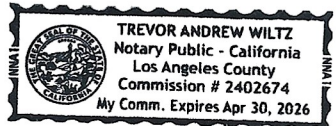
Signature of Document Signer No. 1 \_\_\_\_\_

Signature of Document Signer No. 2 (if any) \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
 on this 24 day of October, 2022,  
 by Date Month Year  
 (1) Karla Jenkins  
 (and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.  
 Signature Trevor Wiltz  
*Signature of Notary Public*

*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Declaration of Non-Collusion Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

**A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION**

Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm.

**B. BUSINESS ORGANIZATION / STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes  No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm’s owners, partners, or officers operated a similar business in the past five years?  
 Yes  No

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?  
 Yes  No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm’s contractor licenses held in the name of a corporation or partnership?  
 Yes  No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

Yes  No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

## E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? \_\_\_\_\_ Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

Yes  No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

Yes  No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes  No

If **Yes**, please enter the date of the Notice(s).

**F. DISPUTES**

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?

Yes  No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

14. Does your firm have any outstanding judgments pending against it?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes  No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

**G. COMPLIANCE**

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

Yes  No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

**Yes**  **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

**Yes**  **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

## H. BUSINESS INTEGRITY

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

(a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

**Yes**  **No**

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?

**Yes**  **No**

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

Yes  No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

**Electronic Signature:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California’s Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California’s Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

**California’s Department of Justice****LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

---

Company Name Address and Phone Number



---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract Number

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: Sutherland Consulting Group, Inc

Beverly Sutherland, President

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



10/24/2022

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

City of Los Angeles

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT  
OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Officer or Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

## CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 23, 1998, requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages if needed.

Were any contract held w/City of Los Angeles in last 10 years?  Yes  No

Department with which Contract Held	Contract Dates	Services / Goods Provided	Contract Amount	Contract Number
Los Angeles Public Library	July 1, 2019 to June 30, 2023	E-rate Consulting	Hourly	C-134237

Sutherland Consulting Group,  
 \_\_\_\_\_  
 Name of Organization

  
 \_\_\_\_\_  
 Signature

Beverly Sutherland  
 \_\_\_\_\_  
 Print Name

President  
 \_\_\_\_\_  
 Title

10/25/2022  
 \_\_\_\_\_  
 Date

## CITY OF LOS ANGELES

### LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Sutherland Consulting Group, Inc

I. Corporate or Main Office Address

5800A Hannum Ave

Suite 230

Culver City, CA 90230

II. Total Number of Employees in Organization: 9

Number and Percentage of Employees in Organization who are Los Angeles Residents:

2

and

22.2

%

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP) <b>44-029</b>	Awarding Authority (Department awarding the contract) <b>Library, Los Angeles Public</b>	
Bidder Name <b>Sutherland Consulting Group, Inc.</b>		
Address <b>5800A Hannum Ave Suite 230 Culver City, CA 90230</b>		
Email Address <b>bsutherland@edtechnologyfunds.com</b>	Phone Number <b>626-296-6284</b>	

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

**Beverly Sutherland**

Name

**President**

Title

**Beverly  
Sutherland**

Signature

**10/25/2022**

Date

Digitally signed by Beverly  
Sutherland  
Date: 2022.10.25 19:30:31  
-07'00'

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): 44-029      Date Bid Submitted: 10/25/2022

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**E-RATE CONSULTANT SERVICES**

Awarding Authority (Department awarding the contract): Library, Los Angeles Public

Bidder Name: Sutherland Consulting Group, Inc.

Bidder Address: 5800A Hannum Ave Suite 230 Culver City, CA 90230

Bidder Email Address: bsutherland@edtechnologyfunds.com      Bidder Phone Number: 626-296-6284

## Schedule Summary

Please complete all three of the following:

- |  |  |   |
|--|--|---|
| <p><b>1. SCHEDULE A – Bidder’s Principals</b> (check one)<br/>The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6).<br/>At least one principal is required for entities. (If you check “Yes”, Schedule A is required.)</p> | <p>Yes<br/><input checked="" type="checkbox"/></p> | <p>No<br/><input type="checkbox"/></p>            |
| <p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> (check one)<br/>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. (If you check “Yes”, Schedule B is required.)</p>    | <p>Yes<br/><input type="checkbox"/></p>            | <p>No<br/><input checked="" type="checkbox"/></p> |
| <p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): _____</p>  |  |   |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

**Beverly Sutherland**  
\_\_\_\_\_  
Name  
**President**  
\_\_\_\_\_  
Title

**Beverly Sutherland**  
\_\_\_\_\_  
Signature  
**10/25/2022**  
\_\_\_\_\_  
Date

Digitally signed by Beverly Sutherland  
Date: 2022.10.25 19:31:14 -07'00'

# Prohibited Contributors (Bidders)

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Beverly Sutherland</u>	Title: <u>President</u>
Address: <u>5800A Hannum Ave Suite 230 Culver City, CA 90230</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

**This subcontractor has one or more principals.**     Yes\*     No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

**N/A goods and services are not estimated to exceed  
\$1,000,000**

## **Iran Contracting Act of 2010 - Implementation and Processing Procedures**

### Overview:

The Iran Contracting Act of 2010 prohibits bidders engaged in investment activities in Iran, from bidding, submitting proposal for, entering into or renewing contracts with the City for goods and services of \$1,000,000 or more.

A bidder or proposer who engages in investment activities in Iran is defined as either:

1. A bidder or proposer providing goods or services of \$20,000,000 or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector or Iran; OR
2. A bidder that is a financial institution that extends twenty million dollars \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the list created by the State of California, Department of General Services (DGS) as a person engaging in the investment activities in Iran.

All bidders or proposers for department contracts of \$1,000,000 or more shall certify that they are not identified on the DGS list of ineligible businesses or persons, and that they are **not** engaged in investment activities in Iran by signing and submitting the *Iran Contracting Act of 2010 Compliance Affidavit*.

### Implementation & Processing:

- All bidders or proposers for a Department contract valued at \$1,000,000 or more must sign and submit the *Iran Contracting Act of 2010 Compliance Affidavit* with their bid or proposal.
- Upon receiving the bid or proposal, the awarding authority contract administrator must review the submitted affidavit for completion and signature and check the DGS list of businesses that are prohibited from contracting with public entities in California. The link for the DGS list is: <http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>
  - Once the review is complete, the contract administrator will place the affidavit in the awarding authority's official file associated with the proposal, or such other place as is designated by the awarding authority's general manager for safe recordkeeping.
- In the event that the awarding authority intends to award a contract valued at \$1,000,000 or more, outside of the competitive process, the awarding authority must complete the evaluation process described above prior to executing the contract.

Any questions regarding the Iran Contracting Act of 2010 may be directed to the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) at [PPO@dgs.ca.gov](mailto:PPO@dgs.ca.gov). For more information, the webpage for the OPPL is located at [www.dgs.ca.gov/pd/Resources/PDLegislation.aspx](http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx).

## EBO/FSHO COMPLIANCE

City of Los Angeles  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
 Phone: (213) 847-2625 E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

RAMP Id:  EIN/TIN:

Company Name:

Street Address:  City:  State/Prov:  Zip:

Contact Person:

Phone:  Email:

Approximate Number of Employees in the United States:

Approximate Number of Employees in the City of Los Angeles:

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

**"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."**

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) .
- ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org> (<http://bca.lacity.org>)) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org> (<http://bca.lacity.org>)) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

**DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I,  , the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:\***

First name (require)  Last name (require)

Please type your First and Last Names

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

Submit

**CITY OF LOS ANGELES**

- City of Los Angeles (<https://www.lacity.org>)
- Mayor's Office of Eric Garcetti (<http://www.lamayor.org>)
- Open Data (<https://data.lacity.org/dataset/RAMP-Open-Bid-Opportunities/hf3r-utnq>)
- Bond Assistance Program
- Building Permits (<https://ladbs.org/services/core-services/plan-check-permit>)

**BUSINESS SERVICES**

- Business Source Centers (<https://business.lacity.org/resources/businesssource-centers>)
- Business Tax Resources (<https://finance.lacity.org/>)
- Minority Business Development Agency (<https://www.mbda.gov/>)
- Office of Small Business (<https://business.lacity.org/>)
- City of Los Angeles Green Business Program ([https://www.lacitysan.org/san/faces/home/plsh-es/s-lsh-es-si/s-lsh-es-si-gbc?\\_adf.ctrl-state=dwqhke9b2\\_4&\\_afLoop=2836273538268](https://www.lacitysan.org/san/faces/home/plsh-es/s-lsh-es-si/s-lsh-es-si-gbc?_adf.ctrl-state=dwqhke9b2_4&_afLoop=2836273538268))

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## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP ([www.rampla.org](http://www.rampla.org)), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; (<http://bca.lacity.org/index.cfm>) Phone: (213) 847-2625; E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org) (<mailto:bca.eeoe@lacity.org>).

1. I,   am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

RAMP Id:  EIN/TIN:

Company Name:

Street Address:  City:  State/Prov:  Zip:

Phone:  Email:

3. The company came into existence in  (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org) (<mailto:bca.eeoe@lacity.org>).
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org) (<mailto:bca.eeoe@lacity.org>).

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org) (<mailto:bca.eeoe@lacity.org>).

## TERMS OF ACCEPTANCE AND SIGNATURE:

I,  , the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:\***

Please type your First and Last Names

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

## DEFINITIONS

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Submit

**CITY OF LOS ANGELES**

City of Los Angeles  
(<https://www.lacity.org>)

Mayor's Office of Eric Garcetti  
(<http://www.lamayor.org>)

Open Data  
(<https://data.lacity.org/dataset/RAMP-Open-Bid-Opportunities/hf3r-utnq>)

Bond Assistance Program

Building Permits  
(<https://ladbs.org/services/core-services/plan-check-permit>)

**BUSINESS SERVICES**

Business Source Centers  
(<https://business.lacity.org/resources/businesssource-centers>)

Business Tax Resources  
(<https://finance.lacity.org/>)

Minority Business Development Agency  
(<https://www.mbda.gov/>)

Office of Small Business  
(<https://business.lacity.org/>)

City of Los Angeles Green Business Program  
([https://www.lacitysan.org/san/faces/home/plsh-es/s-lsh-es-si/s-lsh-es-si-gbc?\\_adf.ctrl-state=dwqhke9b2\\_4&\\_afLoop=2836273538268](https://www.lacitysan.org/san/faces/home/plsh-es/s-lsh-es-si/s-lsh-es-si-gbc?_adf.ctrl-state=dwqhke9b2_4&_afLoop=2836273538268))

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**SUBMITTED ONLINE**

**PROPOSALS**

(Pages LBPP-1 through LBPP-7)

**CITY OF LOS ANGELES  
REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)  
City of Los Angeles Ordinance No. 187121, Article 4, Sections 10.25, *et esq.*  
of the Los Angeles Administrative Code**

Local Business Prime	8%
----------------------	----

Local Small Business	2%
----------------------	----

Local Transitional Employer	2%
-----------------------------	----

Or

Local Business Subcontractor (s)	Up to 5%
----------------------------------	-------------

NOTE: Local Business Preference Program information and/or assistance may be obtained through the [enter Awarding Authority contract information here].

## **MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON CITY-FUNDED CONTRACTS GREATER THAN \$150,000**

### **A. General**

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

**Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at anytime before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.**

### **B. Participation Criteria for Local Business Preference Program**

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is available to be downloaded on the LABAVN website at <http://www.labavn.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on LABAVN as such prior to the proposal due date and time in order to participate in the LBPP. If an affidavit is submitted prior to the proposal deadline, but has not been verified by BCA/OCC, the Awarding Authority may request for the BCA/OCC to expedite the affidavit if the local business designation would result in a change of award recommendation. In this instance, the status as a local business will be based on the date the affidavit was submitted.

### **C. Definitions**

1. "Article" means the City of Los Angeles Ordinance No. 187121, Article 4, codified in Sections 10.25, *et seq.* of the Los Angeles Administrative Code.
2. "Awarding Authority" means the governing body, board, officer, or employee of the City authorized to award a Contract and includes a department that has control of its own funds if the department adopts policies consistent with the provisions of this

article. The Proprietary Departments and the Departments of Recreation and Parks, and Library are strongly encouraged to adopt local preference programs consonant with the provisions of the Article.

3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts this may include, but not be limited to, a Cash Discount, or Combined Award Discount.
4. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
5. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding documents includes the CAD provision clause, it applies to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.
6. "Contract" means a written agreement over \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
7. "Contractor" means the person; business or entity awarded the Contract by the Awarding Authority.
8. "Dealer" or "Supplier" means any Person who owns, operates, or maintains a store, warehouse, or other establishment in the County of Los Angeles in which the equipment, goods, or materials of the general character described in the Proposal specifications and required under the Contract are regularly sold or leased to the public from its own inventory or otherwise procured in the usual course of its business. A "Dealer" or "Supplier" does not include a packager, broker, manufacturer's representative, or other person who arranges or expedites a transaction without taking ownership of the finished or assembled equipment, goods or materials prior to the sale or lease to the City.
9. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.

- a. A business entity with multiple locations within the County, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
- b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
- c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation in the LBPP.
- d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on BAVN upon request through the LBE affidavit, assuming the LSBE meets the certification qualifications.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% preference credit to their proposal in excess of \$150,000.00.
2. Qualifying contractors who participate in the LBPP by also qualifying as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification to their proposal in excess of \$150,000.00.
3. A Local Business that is not eligible for the additional preference, but that identifies a Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:
  - a. A Local Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
  - b. A Local Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying subcontractor.
  - c. The Proposal must identify each Subcontractor, the proposed work of the Subcontractor, and the cost of the work for each Subcontractor.

4. A Proposal that does not qualify for the Local Business Preference may receive up to a 5% preference if it identifies a Subcontractor that is certified by the DAA as a Local Business, Local Small Business, or Local Transitional Employer.
  - a. The Proposal must identify each Subcontractor, the proposed work of the subcontractor, and the cost of the work for each Subcontractor.
  - b. The Subcontractor preference shall be applied to Proposals, where a 1% preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
5. Preferences shall only be awarded to a Local Business when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, where a minimum of two thirds of the work, based on the dollar amount under the Contract, is performed in Los Angeles County.
6. The maximum combined preferences that may be awarded to a Proposal under this article shall not exceed 12% and the value of the combined preferences shall not exceed one million dollars.
7. A proposal preference does not reduce the contract amount.
8. In the event where a Local Business, bids on a City contract, and is determined by the Awarding Department, after the proposal deadline, to not qualify as a Local Business, the business will be eligible for the Local Business Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
  - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
  - b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org), that it no longer meets the certification criteria within 7days of the change. Failure to do so shall be construed as a misleading and/or false statement.

#### E. Failure to Comply & Penalties

1. The penalties in this subsection may be assessed on any Contractor that:
  - a. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business, Local Small Business and/or Local Transitional Employer for more

than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of the proposal preference of the executed contract.

- b. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Proposal Preference.
- c. In the event that an investigation reveals that a business fraudulently represented itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This also applies to any business that has received a preference, but fails to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

2. The Awarding Authority may impose the following remedies:

- a. For proposals, the value of the proposal preference is determined by multiplying the percentage of the preference evaluation points awarded to the Contract dollar amount.
- b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.
- c. Termination of all or part of the Contract.

3. Exception – Any Local Small Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

F. Complaints and Protests

- 1. All complaints and/or protests regarding qualifying local businesses and local subcontractors, including local small businesses and LTEs, claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates the complainant's allegations.

2. Any complaints that meet the criteria of No. 1 may be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

**By Mail**

**Bureau of Contract Administration  
Office of Contract Compliance  
Department of Public Works  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015**

**By Email**

**[bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org)**

## LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2022, a wage of at least **\$16.04 per hour with health benefits** of \$1.25 per hour, or **\$17.29 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- **Not to retaliate** against any employee claiming non-compliance with the provisions of this Ordinance and to **comply with federal law** prohibiting retaliation for union organizing.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: Sutherland Consulting Group, Inc. Email Address: bsutherland@edtechnologyfunds.com

2. STATE the number of employees working ON THIS CITY CONTRACT: 5

3. **ATTACH** a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.

4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No

If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.**

I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Beverly Sutherland



Print Name of Person Completing this Form

Signature of Person Completing this Form

President

626-296-6284

10/25/2022

Title

Phone #

Date

**AWARDDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

# LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

### SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: Sutherland Consulting Group Contact Person: Beverly Sutherland Phone Number: 626-296-6284
- 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**  
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

### SECTION II: SUBCONTRACTOR INFORMATION

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontract exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.

\_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontract exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.

\_\_\_\_\_

**SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO**

EXEMPTION Or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization <sup>1</sup>	LW 28 – 501(c)(3) Non-Profit Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf</a>
Collective bargaining agreement w/supersession language <sup>2</sup>	LW 10 – OCC Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf</a>
Small Business <sup>3</sup>	LW 26 – Small Business Exemption Application (English & Spanish) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf</a> (English) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%29.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%29.pdf</a> (Spanish)
Governmental Entity <sup>4</sup> or Utilities Companies <sup>5</sup>	NONE REQUIRED.
Construction contract <sup>6</sup>	NONE REQUIRED.

**SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)**

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- |  |  |
|--|--|
| 1) Employee Information Form                             | LW-6 - <a href="https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%2C%20as%20of%209-26-18.pdf">https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%2C%20as%20of%209-26-18.pdf</a> |
| 2) Subcontractor Information Form                        | LW-18 - <a href="https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf">https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf</a>  |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW-5 - <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf</a>   |


**SECTION V: SIGNATURE**

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles' Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Beverly Sutherland  
 \_\_\_\_\_  
 Print Name of Person Completing This Form

President  
 \_\_\_\_\_  
 Title

626-296-6284  
 \_\_\_\_\_  
 Phone #

  
 \_\_\_\_\_  
 Signature of Person Completing This Form

10/25/2022  
 \_\_\_\_\_  
 Date

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
- (2) The LW-28 Non-Profit 501(c)(3) Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.

<sup>2</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.

(a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.

(b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.

<sup>3</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.

(a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the for a company or entity is located.

Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.

(b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.

<sup>4</sup> **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.

<sup>5</sup> **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

<sup>6</sup> **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.