

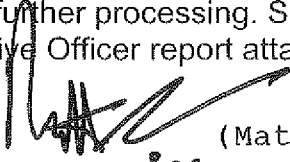
0150-09496-0001

TRANSMITTAL

TO The Council	DATE OCT 12 2011	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**First Amendments to Contracts with Verizon California. Inc.,
And L Tech Network Services, Inc., for
Communications and Network Services**

Transmitted for further processing. See the
City Administrative Officer report attached.


(Matt Szabo)
MAYOR *MS*

MAS:JWW:11120008c

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)


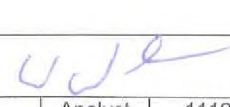

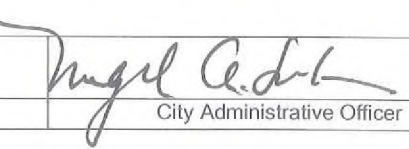
To: Mayor	Date: 10-07-11	C.D. No.	CAO File No.: 0150-09496-0001				
Contracting Department/Bureau: Information Technology Agency		Contact: Laura Ito					
Reference: Request for report from Mayor dated July 29, 2011.							
Purpose of Contract: Occasional and temporary communications and network services.							
Type of Contract: () New contract (X) Amendment		Contract Term Dates: October 6, 2006 through October 5, 2013 (Amendments extend the term from five years to seven years)					
Contract/Amendment Amount: \$0							
Proposed amount \$0 + Prior award(s) \$20,000,000 = Total \$20,000,000 per contract							
Source of funds: Various							
Name of Contractors: Verizon California, Inc., 700 S. Flower Street #2110, Los Angeles, CA 90017 (30 percent of workforce resides in the City) L Tech Network Services, Inc., 9926 Pioneer Blvd., Suite 101, Santa Fe Springs, CA 90670 (21 percent of workforce resides in the City)							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50			X
7. Workforce that resides in the City: See above				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Information Technology Agency (ITA) requests approval of the first amendments to each of two contracts, one with Verizon California, Inc. (Verizon), and the other with L Tech Network Services, Inc. (L Tech), for occasional and temporary communications and network services. The services include the installation and maintenance of telephones and voice and data cables. In each case, the contract is proposed to be extended by two years to a total term of seven years through October 5, 2013. There are no other substantive changes to the contracts, and the expenditure limit will remain at the current level of \$20,000,000 per contract.

The two contractors were selected through a 2005 request for proposal process. Work is awarded to either Verizon or L Tech following their submission of cost estimates for specific projects. ITA states that it intends to perform a new request for proposal process during the two-year term of the amendments rather than request to extend these contracts again following their termination.

While ITA administers these contracts, work is performed for any City department that makes a communication services request to ITA if that work exceeds ITA's staffing capacity. ITA's 2011-12 Budget includes \$911,858 for work that can be performed under these contracts, although there are

		11120008c		
JWW	Analyst		Assistant CAO	City Administrative Officer

vendors other than Verizon and L Tech that are also under contract and could be used for work that is funded by this Budget appropriation.

The cumulative average annual expenditure for these two contracts during the five year term, however, has been approximately \$2.3 million, which exceeds ITA's appropriation of \$911,858 for this purpose. While ITA's funding has covered a portion of this work, the remaining expenditure has been paid by departments and major projects that require services under these contracts.

The spending level on these contracts has been declining and ITA anticipates spending an average of \$2.15 million in each of the next two years. Since this amount exceeds the budgeted appropriation for this purpose, ITA only permits work to proceed on requested projects after all required funds have been made available by the requesting department or project. Examples of major projects that will use these contracts and pay the costs through separate funding sources include the new Fire Dispatch Center, the Police Department fiber upgrade project, and the network infrastructure upgrade project. Therefore, since the contracts are fully paid by available, budgeted funds, approval of these amendments complies with the City's Financial Policies.

Contract Compliance with City Policies

The contractors have complied with all relevant City contracting requirements. Subsequent to the execution of the contract, the City adopted a policy requiring a bidder on a City contract to "submit with its bid a certification...that the bidder acknowledges and agrees to comply with [provisions of] the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity...." (LAMC Sec. 48.09.H). Since this requirement was not in place at the time of the initial contract solicitation, the requirement does not apply to the Agreement. Pursuant to LAAC Section 10.5, since the amendments are considered to be long-term in nature, they are subject to the approval of the City Council. The City Council approved the original contracts on July 26, 2006 (C.F. 05-2025 and C.F. 06-1429).

RECOMMENDATION

That the Council:

1. Authorize the General Manager of the Information Technology Agency to execute Amendment No. 1 to the contract with Verizon California, Inc., for occasional and temporary communications and network services, to extend the term of the contract by two years until October 5, 2013, subject to the approval of the City Attorney; and,
2. Authorize the General Manager of the Information Technology Agency to execute Amendment No. 1 to the contract with L Tech Network Services, Inc., for occasional and temporary communications and network services, to extend the term of the contract by two years until October 5, 2013, subject to the approval of the City Attorney.

FISCAL IMPACT STATEMENT

No specific projects will be initiated as a result of the amendments to this contract. Projects will only be pursued under these amendments if funding is first authorized. It is projected that the cumulative annual expenditure on these two contracts will be \$2.15 million. Funding will be provided by a variety of budgeted and available sources. Approving the recommendations in this report is in compliance with the City's Financial Policies.

CITY OF LOS ANGELES

CALIFORNIA

INFORMATION TECHNOLOGY
AGENCY

RANDI LEVIN
GENERAL MANAGER
CHIEF TECHNOLOGY OFFICER

MARK P. WOLF
EXECUTIVE OFFICER

ASSISTANT GENERAL MANAGERS
BEVERLEY DEMBO
KEVIN K CRAWFORD



ANTONIO R. VILLARAIGOSA
MAYOR

ROOM 1400, CITY HALL EAST
200 NORTH MAIN STREET
LOS ANGELES, CA 90012
(213) 978-3311
FAX (213) 978-3310

ITA.LACITY.ORG

July 29, 2011

REF: ASB-210-11

2011 AUG -1 AM 9:05
CITY ADMINISTRATIVE OFFICER

Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Pamela Finley, Legislative Coordinator

Subject: **REQUEST FOR PERSONAL SERVICES CONTRACT AMENDMENT –
VERIZON CALIFORNIA, INC. AND L-TECH NETWORK SERVICES,
INC.**

Dear Mayor Villaraigosa:

In accordance with Executive Directive No. 3, attached for your review and approval is a draft personal services contract amendment to Contract numbers C-110665 and C-110666. This amendment will permit Verizon California, Inc. (Verizon) and L-Tech Network Services, Inc. (L-Tech) to continue providing communications and network services as specified in the contract without disruption for an additional two years beyond the original five year term of the contract. This amendment does not change the total compensation limit.

Background

On March 6, 2006, an Executive Directive No. 3 letter (REF: OPA-169-06) and two draft personal services contracts for citywide communication related services were submitted to your office for review and approval. As stated in the letter, the Information Technology Agency (ITA) recommended award of contracts to Verizon California, Inc. and L-Tech Network Services, Inc. Subsequently, two five year contracts (C-110665 and C-110666) were executed on October 6, 2006 for the provision of communications and network services.

The communications and network services covered under these contracts are critical to the City's daily business. The contracts provide for the operation and maintenance of the City's private branch exchange (PBX) telephone switches, telephone repair services, installation of structured cabling and related administrative and clerical duties on an as needed, intermittent basis. The contracts provide services to all Council Controlled Departments and are funded either through ITA's budget allocation or from inter-departmental transfers.



ITA is requesting an extension of the current contracts for two years. The maximum annual expenditure for each contract is not to exceed \$4,000,000 per year for a cumulative total of \$20,000,000 for five years. The actual expenditure for each contract (from October 6, 2006 through July 2011) is less than \$10,000,000, so ITA is not requesting to increase the total contract cap for either contract. The execution of these contracts does not obligate the City to utilize all the contractors' services or all the allocated funds. The contracts are also subject to termination by the City if funds are not appropriated for the services in any ensuing fiscal year commencing July 1.

In accordance with Charter 1022, the Personnel Department has determined that some City departments have staff that can perform some of the work but that work assignments exceeds staffing ability. None of the departments surveyed by ITA responded that they have available staff with the expertise to perform the work. The Office of the City Administrative Officer (CAO) has concurred and determined that it is more feasible to contract for these services. The services to be performed are considered expert and technical in nature and temporary and occasional in character.

Both contractors had complied with all City administrative requirements for personal services contracts of this type. In addition, the contractor has maintained the required insurance, which is on file with the Office of Risk Management. The contract amendment has been submitted to the City Attorney for review as to form.

	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	x			a. Equal Employt. Oppty./Affirm. Action	x		
2. Appropriated funds are available	x			b. Good Faith Effort Outreach	x		
3. Charter Section 1022 completed	x			c. Equal Benefits Ordinance	x		
4. Proposals have been requested	x			c. Contractor Responsibility Ordinance	x		
5. Risk Management review completed	x			e. Slavery Disclosure Ordinance	x		
6. Standard Provisions for City Contract	x			f. Bidder Certification CEC Form 50			x
7. Workforce that resides in the City: %				*N/A = not applicable			

The headquarters address and workforce information for each contractor is as follows:

Verizon California, Inc.
 700 S. Flower Street #2110
 Los Angeles, CA 90017
 % of Workforce Residing in the City: 30%

L Tech Network Services, Inc.
 9926 Pioneer Blvd., Suite 101
 Santa Fe Springs, CA 90670
 % of Workforce Residing in the City: 21%

Honorable Antonio R. Villaraigosa
July 29, 2011
Page 3

Fiscal Impact Statement

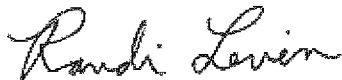
No additional funding is required for ITA. Required funding for citywide telephone repair services is available in the ITA's Communication Services Account. The contracts available citywide, with virtually every City department using the services of the contractors. Each department pays for these services from their respective budgets.

Recommendation

That the General Manager of the Information Technology Agency, or her designee, be authorized to execute a personal services contract amendments with Verizon California, Inc. and L-Tech Network Services, Inc to extend the term of the contracts for two years.

Please contact Ms. Laura Ito at 978-3322 with any additional questions.

Respectfully submitted,



Randi Levin
General Manager

Enclosures

cc: Jacob Wexler, CAO
Kevin Crawford, ITA
Anne Wu, ITA
Bruce Smith, ITA
Irene Mayeda, ITA
Nicanier Rosas, ITA

AMENDMENT NO. 1 TO
CONTRACT NO. C-110665
BETWEEN
CITY OF LOS ANGELES
and
VERIZON CALIFORNIA, INC.

THIS Amendment No. 1 to Contract No. C-110665 is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City") acting by and through the Information Technology Agency, and Verizon California, Inc., a California corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Information Technology Agency is responsible for providing communications and network services to all City departments;

WHEREAS, the City and the Contractor entered into Contract No. C-110665 on October 6, 2006, whereby Contractor agreed to provide communications and network services;

WHEREAS, the Contract will expire on October 5, 2011;

WHEREAS, the City still requires the services of the Contractor;

WHEREAS, the City now desires to amend Contract No. C-110665 to extend the term of the contract for two additional years.

NOW, THEREFORE, in consideration of the above premises, and of the covenants and agreements hereinafter set forth, the parties hereby covenant and agree as follows:

1. Section 1.0 Term of Contract is hereby deleted in its entirety and replaced by two subsections as follows:

A. PERIOD OF PERFORMANCE

The term of this Contract shall commence upon execution by all parties, and terminate seven (7) years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first.

B. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its

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

2. Section 3.2 Monthly Invoices, second paragraph is hereby modified as follows:

All telephone repair invoices shall be sent to the following address:

Information Technology Agency
Attention: Dan Tinajero
200 N. Main Street, CHE, Room 1400
Los Angeles, CA 90012

3. Section 3.3 Telephone Repair Invoices, second paragraph is hereby modified as follows:

All telephone repair invoices shall be sent to the following address:

Information Technology Agency
Attention: Dan Tinajero
200 N. Main Street, CHE, Room 1400
Los Angeles, CA 90012

4. Section 5.0 City's Total Obligation, first paragraph is hereby modified as follows:

The City's total obligation under this Contract shall not exceed \$20,000,000 (Twenty Million Dollars). Contractor further understands and agrees that execution of this Contract does not guarantee that any or all funds will be expended.

5. Section 8.0 Contract Representatives/Project Managers, subsection C. City's Representative and subsection D. City's Project Manager is hereby modified to read as follows:

C. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Laura Ito

Title: Director of Finance and Administration
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3311
Fax: (213) 978-3310
E-mail: laura.ito@lacity.org

D. City's Project Manager

The CITY hereby appoints the following person to act as the project manager.

Name: Bruce Smith
Title: Senior Communications Engineer
Address: 200 North Main Street, Room 1300
Los Angeles, CA 90012
Telephone: (213) 978-2010
Fax: (213) 978-4067
E-mail: bruce.smith@lacity.org

6. Section 15.0 First Source Hiring Ordinance is hereby added to the contract and shall read as follows:

15.0 FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

7. Standard Provisions for City Personal Services Contracts (Rev. 10/03) is hereby deleted in its entirety and replaced by Standard Provisions for City Contracts (Rev. 03/09) attached hereto as Appendix A and incorporated herein by reference.
8. Except as amended herein, all other provisions of Contract No. C-110665 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers.

APPROVED AS TO FORM:
Carmen A. Trutanich, City Attorney

CITY OF LOS ANGELES

By _____
Laurel L. Lightner
Assistant City Attorney

Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: _____

Date: _____

ATTEST:
June Lagmay, City Clerk

VERIZON CALIFORNIA, INC.

By _____

Signature

Date: _____

Name

Title

Date

Signature

Name

Title

Date

BTRC NO. _____

AMENDMENT NO. 1 TO
CONTRACT NO. C-110666
BETWEEN
CITY OF LOS ANGELES
and
L TECH NETWORK SERVICES, INC.

THIS Amendment No. 1 to Contract No. C-110666 is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City") acting by and through the Information Technology Agency, and Verizon California, Inc., a California corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Information Technology Agency is responsible for providing communications and network services to all City departments;

WHEREAS, the City and the Contractor entered into Contract No. C-110666 on October 6, 2006, whereby Contractor agreed to provide communications and network services;

WHEREAS, the Contract will expire on October 5, 2011;

WHEREAS, the City still requires the services of the Contractor;

WHEREAS, the City now desires to amend Contract No. C-110666 to extend the term of the contract for two additional years.

NOW, THEREFORE, in consideration of the above premises, and of the covenants and agreements hereinafter set forth, the parties hereby covenant and agree as follows:

1. Section 1.0 Term of Contract is hereby deleted in its entirety and replaced by two subsections as follows:

A. PERIOD OF PERFORMANCE

The term of this Contract shall commence upon execution by all parties, and terminate seven (7) years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first.

B. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its

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

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The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

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Los Angeles, CA 90012
Telephone: (213) 978-3311
Fax: (213) 978-3310
E-mail: laura.ito@lacity.org

D. City's Project Manager

The CITY hereby appoints the following person to act as the project manager.

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Los Angeles, CA 90012
Telephone: (213) 978-2010
Fax: (213) 978-4067
E-mail: bruce.smith@lacity.org

6. Section 15.0 First Source Hiring Ordinance is hereby added to the contract and shall read as follows:

15.0 FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the

names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the FSHO.

7. Standard Provisions for City Personal Services Contracts (Rev. 10/03) is hereby deleted in its entirety and replaced by Standard Provisions for City Contracts (Rev. 03/09) attached hereto as Appendix A and incorporated herein by reference.
8. Except as amended herein, all other provisions of Contract No. C-110666 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers.

APPROVED AS TO FORM:
Carmen A. Trutanich, City Attorney

CITY OF LOS ANGELES

By _____
Laurel L. Lightner
Assistant City Attorney

Laura Ito
Director of Finance and Administration
Information Technology Agency

Date: _____

Date: _____

ATTEST:
June Lagmay, City Clerk

L TECH NETWORK SERVICES, INC.

By _____

Signature

Date: _____

Name

Title

Date

Signature

Name

Title

Date

BTRC NO. _____