

# City of Long Beach

Request for Proposals Number RFP ED22-022  
Long Beach Recovery Act (LBRA)  
Free Internet Services &  
Computing Devices Program



## Overview

### Summary

The City of Long Beach (City), Department of Economic Development, is seeking for-profit or non-profit organizations and community-based organizations to provide the following digital inclusion resources and services:

Opportunity #1: coordinate the purchasing and management of free hotspots and computing devices (one award opportunity available).

Opportunity #2: connect residents and business owners most in need to free hotspots and computing devices through community outreach (multiple award opportunities available).

### Key Dates

Request for Proposals (RFP) Release Date:	Monday, February 7, 2022, at 3:00PM (PST)
Information Session:	Thursday, February 17, 2022, at 2:00PM (PST)
Questions Due to the City Due Date:	Friday, February 18, 2022, at 11:00AM (PST)
Proposals Due Date:	Tuesday, March 1, 2022, at 11:00AM (PST)

*The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.*

## Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via the City's PlanetBids portal, available at <https://pbsystem.planetbids.com/portal/15810/portal-home>.

## RFP Official Contact

Tommy Ryan  
[rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov)

*All communication with the City related to this RFP must be directed to the contact listed above.*

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# 1 The Opportunity

## 1.1 Project Summary

The City is seeking to partner with community-based organizations (CBOs) and for-profit or non-profit organizations to administer free digital inclusion resources and services as part of the Free Internet Services and Computing Devices Program (Program) for communities most in need during the COVID-19 pandemic. There are two funding opportunities available for CBOs, for-profit or non-profit organizations, including:

- **Opportunity #1 Hotspots & Computing Devices (Purchasing & Management):** Seeking a for-profit organization, non-profit organization, or CBO to coordinate the purchasing and management of free hotspots and computing devices (one award opportunity available).
- **Opportunity #2 Hotspots & Computing Devices (Community Outreach & Distribution):** Seeking multiple CBOs to implement community outreach efforts that connect residents and business owners most in need to free digital inclusion resources and services including (e.g., hotspots, computing devices, digital literacy training, Digital Inclusion Resources Hotline) (multiple award opportunities available).

## 1.2 2.2 Background & Problem Statement

In March 2021, the City adopted the Long Beach Recovery Act (Recovery Act), a plan to fund economic and public health initiatives, as a response to residents and businesses being critically impacted by the COVID-19 pandemic. The Recovery Act has dedicated funding to support the City's economic recovery which includes prioritizing digital inclusion and closing the digital divide.

Like other cities across the country, Long Beach is experiencing a digital divide, meaning some communities do not have access to and use digital literacy training, the Internet, and technology computing devices. As captured by the 2019 American Community Survey (ACS) 1-Year Estimates, low-income communities, Black/African-American communities, communities of color, and older adults are disproportionately affected by the digital divide in Long Beach. To advance digital equity and inclusion, especially for communities most in need, the City developed the Digital Inclusion Initiative (Initiative). The Initiative is a Citywide effort that focuses on ensuring that everyone in Long Beach has equitable access and use of digital literacy training, the Internet, technology computing devices, and other digital inclusion resources and services.

The COVID-19 pandemic has significantly widened the digital divide. To assist residents and businesses facing negative impacts due to COVID-19, the City intends to contract for the services of organizations to administer digital inclusion resources and services to

communities most in need in Long Beach. The outreach communities and identified communities most in need include, but are not limited to, the following:

**Outreach Communities:**

- Black/African-American residents
- Cambodian residents
- Filipino and Pacific Islander residents
- Latinx residents
- Limited and non-English speaking communities
- Low-income communities
- Older adults
- Parents
- People with different abilities
- Small business owners (e.g., under-connected, non-profits)
- Students/youth
- Under-connected individuals
- Unemployed individuals

Historically, the geographic areas that are disproportionately affected by the digital divide include but are not limited to Central, West, and North Long Beach. Due to the COVID-19 pandemic, City staff acknowledge that there may be residents and business owners who are unconnected and under-connected in geographic areas that are not traditionally impacted by the digital divide. City staff will partner with the organization(s) and CBOs to ensure historically, and newly identified communities and geographic areas impacted by the COVID-19 pandemic are included during the outreach process of administering devices.

The organization selected for hotspots and computing devices purchasing and management will allocate the devices to the contracted CBOs. The CBOs will conduct an application process and administer the devices to residents who are most in need of Internet services and computing. The organization will partner with the CBOs to ensure the residents and business owners meet the eligibility requirements. During the application process, the CBOs will recommend residents and business owners based on need for the Digital Inclusion Confidence Program. This Program provides additional one-on-one computer literacy support services on hotspots, computers, email, and Internet usage. Please note that City staff will facilitate the collaboration process among the contracted organization and CBOs.

**1.3 Goals**

Goal 1: Increase free Internet access and usage for outreach communities, including low-income residents, Black, Indigenous, and People of Color (BIPOC) residents and, business owners.

Goal 2: Increase free computer access and usage for outreach communities, including low-income residents, BIPOC residents, and business owners.

## 1.4 Award Terms

This contract will be for two years with the option to renew for three additional one-year periods. The total contract term will not exceed five years.

For Opportunity #1, there is one award available for an anticipated total of \$1,000,000. Multiple awards are available for Opportunity #2. Those interested can apply for up to \$25,000 in funding for Opportunity #2.

# 2 Scope of Work

## 2.1 Description of Services

**Opportunity #1 Hotspots & Computing Devices (Purchasing & Management):** The City is seeking a for-profit organization, non-profit organization, or CBO to coordinate the purchasing and management of free hotspots and computing devices for the Program (one award available). The Scope of Work includes:

### **Hotspots & Computing Devices Administration:**

- Determining the most cost-effective and high-quality hotspots and computing devices for residents and business owners and establishing a program budget.
- Purchasing hotspots (with one-year pre-paid Internet service) and computing devices (e.g., Chromebooks).
- Establishing the eligibility criteria and application process/form to administer the free hotspots and computing devices to the outreach communities. The eligibility criteria will be proposed by the organization but approved by the City.
- Collaborating with the City's Digital Inclusion Resources Hotline and CBOs to facilitate the application process and administer the devices. City staff will work closely with the organization and CBOs if residents and business owners are denied for the Program. Applications will be reviewed on a first-come, first-served basis, and individuals will qualify based on proof of income eligibility and a Long Beach address for the residents. For the business owners, they will need to have an active business license and demonstrate a need for commercial connectivity and technology to support their small business.
- Tracking and reporting on application submissions, approvals, and denials.
- Tracking and reporting on performance metrics.
- Creating, administering, and reporting on a follow-up survey for the Program.

### **Hotspots & Computing Devices Technical Support:**

- Establishing a process for residents and business owners to receive free technical support for their hotspots and computing devices. The organization

should provide technical support for a duration of time (e.g., one year). The technical support should include covering factory defects.

- Tracking and reporting on performance metrics.

**Community Outreach Materials Co-development:**

- Co-developing multilingual (e.g., English, Khmer, Spanish, and Tagalog) community outreach materials (e.g., flyers, door hangers) that promote the Program with the City. The organization will deliver the outreach materials to the City in a digital format and will not be responsible for printing the community outreach materials.

**Virtual Digital Literacy Training Program Administration:**

- Preparing a virtual digital literacy training program curriculum for residents.
- Partnering with the Digital Inclusion Resources Hotline and CBOs to sign-up residents for the digital literacy training program as part of the application process.
- Tracking and reporting on performance metrics.

**Opportunity #2 Hotspots & Computing Devices (Community Outreach & Distribution):** The City is seeking multiple CBOs to implement community outreach efforts that connect residents and business owners most in need to free hotspots and computing devices (multiple award opportunities available). The Scope of Work includes:

**Digital Inclusion Resources & Services Community Outreach:**

- Planning and implementing digital inclusion community pop-ups at high-traffic areas (e.g., food distributions sites, public libraries, public parks, laundromats, apartment complexes, senior and public housing facilities) and/or other identified community hubs that best connect to the outreach communities.
- Printing community outreach materials (e.g., flyers, door hangers, resource guides).
- Canvassing high-traffic areas and distributing community outreach materials to residents and business owners (e.g., COVID-19 testing and vaccination centers).
- Obtaining the necessary equipment and supplies to perform these duties including community outreach equipment (e.g., tables, chairs, tablecloths, canopies) and Personal Protective Equipment (PPE) (e.g., face coverings, gloves, hand sanitizer, wipes). All Centers for Disease Control and Prevention (CDC) and City Health orders relating to COVID-19 safety measures must be followed.
- Providing high-level technical assistance and education to residents and business owners and answering any questions they may have regarding digital inclusion resources and services.
- Tracking and reporting on performance metrics.



### Hotspots and Computing Devices Distribution Implementation:

- Identifying residents and business owners who are most in need of free hotspots and computing devices.
- Verifying residents' and business owners' eligibility by completing the application form.
- Collaborating with the selected organization for the hotspots and computing devices management to verify income eligibility forms.
- Administering the hotspots and computing devices to residents and business owners once the application form submissions are approved.
- Reviewing the Liability and Transfer of Ownership language with the residents and business owners.
- Tracking and reporting on performance metrics.

### Data Collection and Reporting

Quantitative and qualitative data will be collected through the following data sources including but not limited to the following (e.g., Program application form, Program community outreach reporting form, Program follow-up survey). Vendors will be expected to collect data at the following frequency:

<b>Data Collection Tool</b>	<b>Frequency</b>	<b>Opportunity</b>
Program application form	Each time a resident/business owner is interested in receiving a free hotspot and/or computing device.	Opportunity #1 & 2
Program community outreach reporting form	After the completion of each community outreach activity.	Opportunity #2
Program follow-up survey	Approximately 1-2 months after receiving the free hotspot and/or computing device.	Opportunity #1

## 2.2 Performance Metrics & Contract Management

### 2.2.1 Performance Metrics and Reports

The information below highlights the targets that will be tracked and reviewed collaboratively with the awarded contractors during the contracts. This list is an indication of the performance metrics of interest to the City and is not exhaustive or

final. As a part of a response to this RFP, selected vendors may propose additional or alternative performance metrics to be tracked regularly. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposers and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Please note that the quantitative and qualitative data from the performance metrics will be collected through the following data sources including but not limited to the following (e.g., Program application form, Program community outreach reporting form, Program follow-up survey).

**Opportunity #1 Performance Metrics:**

METRIC	DESCRIPTION	TARGET	DATA SOURCE
Devices distributed	Number of devices distributed (e.g., hotspots, computing devices)		Program application form  Program devices distribution tracking spreadsheet
Devices distributed by demographic	Number of devices distributed to residents/business owners disaggregated by e.g., race/ethnicity, gender, age, zip code, disability, and language		Program application form  Program devices distribution tracking spreadsheet
Devices access	How residents/business owners currently access the Internet and computer if they don't have access at home or business		Program application form
Devices access	How residents/business owners plan to use the free hotspots and computing devices		Program application form

Training sign-ups	Number of residents/business owners signed up for digital literacy training	Program application form
Training sign-ups by demographic	Number of residents/business owners who completed the digital literacy training	Program application form Training completion tracking spreadsheet

**Opportunity #2 Performance Metrics:**

<b>METRIC</b>	<b>DESCRIPTION</b>	<b>TARGET</b>	<b>DATA SOURCE</b>
Outreach activity hours	Number of community outreach activity hours		Program community outreach reporting form
Outreach activity by geographic location	Number of community outreach activity by location disaggregated by geographic areas in Long Beach		Program community outreach reporting form
Residents and business owners reached by demographic	Number of residents/business owners reached disaggregated by e.g., race/ethnicity, gender, age, zip code, disability, and language		Program community outreach reporting form
Outreach materials	Number of community outreach materials distributed		Program community outreach reporting form
Devices distributed	Number of devices distributed		Program application form

		Program devices distribution tracking spreadsheet
Devices distributed by demographic	Number of devices distributed to residents/business owners disaggregated by race/ethnicity, gender, age, zip code, disability, and language	Program application form Program devices distribution tracking spreadsheet
Devices access	How residents/business owners currently access the Internet and computer if they don't have access at home or business	Program application form
Devices access	How residents/business owners plan to use the free hotspots and computing devices	Program application form

### 2.2.2 Contract Management

City staff will work closely with the selected vendors. Once the vendors have been awarded the contracts, City staff will host a virtual project kickoff meeting and conduct virtual bi-weekly project team meetings to review program progress, changes, milestones, next steps, issues, and solutions. All relevant team members who are involved in the Program are expected to attend the project kickoff meeting and bi-weekly project team meetings.

### 2.2.3 Contract Payment

The City issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed. City staff will discuss the frequency for contractors to submit invoices and what should be included in an invoice submission during the project kickoff meeting.

### 3 How We Choose

#### 3.1 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

<b>Opportunity #1 Criteria</b>
<p><b>1. Organizational Capacity &amp; Experience</b></p> <ul style="list-style-type: none"><li>• Organizational capacity and experience developing, administering, and evaluating digital inclusion resources and services (e.g., hotspots/computing devices, technical support, digital literacy training).</li><li>• Knowledge, skills, and abilities in administering digital inclusion resources and services.</li><li>• Organizational capacity to participate in mandatory meetings.</li></ul>
<p><b>2. Method of Approach</b></p> <ul style="list-style-type: none"><li>• Ability to reach one and/or more outreach communities in the application process and technical support.</li><li>• Language access capacity.</li></ul>
<p><b>3. Communications &amp; Reporting</b></p> <ul style="list-style-type: none"><li>• Specific communications tools and strategies to promote the digital inclusion resources and services.</li><li>• Ability to complete and fulfill performance reporting.</li></ul>
<p><b>4. Reasonableness of Cost</b></p> <ul style="list-style-type: none"><li>• Providing a Program budget that is below or at the specified budget amount.</li><li>• Administrative costs should not exceed 15% of the Program budget.</li><li>• Number of hotspots and computing devices will be administered.</li></ul>

<b>Opportunity #2 Criteria</b>
<p><b>5. Organizational Capacity &amp; Experience</b></p> <ul style="list-style-type: none"><li>• Organizational capacity to develop and implement community outreach efforts.</li><li>• Organizational capacity to administer digital inclusion resources and services (e.g., hotspots/computing devices).</li><li>• Knowledge, skills, and abilities in developing and implementing community outreach efforts to one and/or more outreach communities.</li><li>• Organizational capacity to participate in mandatory meetings.</li></ul>

<p><b>6. Method of Approach</b></p> <ul style="list-style-type: none"> <li>• Ability to reach one and/or more outreach communities.</li> <li>• Specific outreach tools, activities, and messaging to develop and implement community outreach efforts.</li> <li>• Language access capacity.</li> </ul>
<p><b>7. Communications &amp; Reporting</b></p> <ul style="list-style-type: none"> <li>• Specific communications tools and strategies to promote the digital inclusion resources and services.</li> <li>• Ability to complete and fulfill performance reporting.</li> </ul>
<p><b>8. Reasonableness of Cost</b></p> <ul style="list-style-type: none"> <li>• Providing a Program budget that is below or at the specified budget amount.</li> <li>• Administrative costs should not exceed 15% of the Program budget.</li> <li>• Number of communities the organization will engage.</li> </ul>

### 3.2 Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
Evaluation of Narrative & Cost Proposals	Friday, March 18, 2022	<ul style="list-style-type: none"> <li>• An Evaluation Committee will review Narrative &amp; Cost Proposals to select the proposal(s) that best meets the needs of the City.</li> <li>• Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.1.</li> </ul>
Negotiation & Contractor Selection	Friday, April 1, 2022	<ul style="list-style-type: none"> <li>• Selected Contractor(s) will be notified in writing.</li> <li>• Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.</li> <li>• Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.</li> </ul>
Estimated Contract Execution	Friday, April 15, 2022	

## 4 Proposal Instructions & Content

### 4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	3:00PM (PST) on Monday, February 7, 2022	<ul style="list-style-type: none"> <li>PlanetBids</li> </ul>
Informational Session	2:00PM (PST) on Thursday, February 17, 2022	<ul style="list-style-type: none"> <li>The Information Session will be conducted via Zoom  <a href="https://longbeach.gov.zoom.us/j/98290997844">https://longbeach.gov.zoom.us/j/98290997844</a>            Call in information:            Number: (213) 338-8477            Meeting ID: 982 9099 7844</li> </ul>
Questions due to the City	11:00AM (PST) on Friday, February 18, 2022	<ul style="list-style-type: none"> <li>Submit all inquiries via email to <a href="mailto:rfppurchasing@longbeach.gov">rfppurchasing@longbeach.gov</a></li> </ul>
Posting of the Q&A	Tuesday, February 22, 2022	<ul style="list-style-type: none"> <li>Responses to the questions will be posted on the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.</li> </ul>
Proposals due	11:00AM (PST) on Tuesday, March 1, 2022	<ol style="list-style-type: none"> <li>Proposals should be submitted electronically via the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.           <ul style="list-style-type: none"> <li>Late proposals, or proposals submitted through other channels will not be accepted.</li> <li>Proposers are responsible for submitting their proposals completely and on time.               <ul style="list-style-type: none"> <li>Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that the proposal was</li> </ul> </li> </ul> </li> </ol>

submitted successfully. The City will only receive proposals that were transmitted successfully.

- Technical support is available by phone at (818) 992-1771
- Support resources including a list of Frequently Asked Questions are available on PlanetBids at <https://pbsystem.planetbids.com/portal/15810/help>.



## 4.2 Proposal Content

Complete proposals shall include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

<b>PROPOSAL</b>	
<input type="checkbox"/> Narrative Proposal Form	Complete the template and provide high-level responses to the questions in section 4.3. Each response should be no longer than 500 words. Submit the completed Narrative Proposal Form by uploading it to PlanetBids.
<input type="checkbox"/> Cost Proposal Form	Provide a proposed Program budget with estimated costs to implement the Program. Instructions are provided in section 4.4. Submit the completed Cost Proposal Form by uploading to PlanetBids.
<b>MANDATORY ATTACHMENTS</b>   <i>The following are included as Attachments in PlanetBids. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Disclosure Form	
<b>NON-MANDATORY ATTACHMENTS</b>   <i>The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.</i>	
<input type="checkbox"/> C. W-9	
<input type="checkbox"/> D. Proof of Registration with Secretary of State	
<input type="checkbox"/> E. Proof of Insurance	<ul style="list-style-type: none"> <li>a. Commerical general liability</li> <li>b. Workers' compensation &amp; employers' liability</li> <li>c. Automotive liability</li> <li>d. Electronic data processing liability and cyberspace/online liability</li> <li>e. Electronic errors and omissions liability</li> </ul>
<input type="checkbox"/> F. City of Long Beach Business License	
<input type="checkbox"/> G. Pro Forma – for reference only	
<input type="checkbox"/> H. Hot Spot Use and Insurance Forms – for reference only	
<input type="checkbox"/> I. Insurance – see below	<p><b>INSURANCE.</b> As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:</p> <p>(a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the <b>City of Long Beach and its officials,</b></p>

**employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

(b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach and its officials, employees, and agents**.

(c) If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").

(d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

*Any subcontractors whom Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.*

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence"

policies are not available in the market for the risk being insured. In a “Claims-made” policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor’s liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

- PlanetBids** | *Ensure your organization’s PlanetBids profile is up to date, including an email address, phone number, and for any socioeconomic classifications you may qualify for.*

### 4.3 Narrative Proposal Form

#### Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
<b>Organization</b>	Company Name	
	Company Address	
	Website	
	Federal Tax ID Number	
<b>Authorized Representative</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation	
	<i>State and Date of incorporation:</i>	

	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/>	Other
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Does the proposal include subcontractors?	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	
<b>REFERENCES</b>		
<b>Reference 1</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 2</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 3</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

<b>SUB-CONTRACTOR CONTACT INFORMATION (if applicable)</b>		
<i>Please provide this information for all subcontractors included in this proposal.</i>		
<b>Organization</b>	Company Name	
	Company Address	
<b>Authorized Representative</b>	Name	
	Title	

	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>SUBCONTRACTOR CAPACITY &amp; EXPERIENCE</b>		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation	<i>State and Date of incorporation:</i>
		_____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have nationally, locally, and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		

**Opportunity #1**

Complete the following sections of the Narrative Proposal Form with high-level responses to the questions. Each response should be no longer than 500 words. Answer the questions below on the editable version attached on PlanetBids, save as a PDF and upload it to PlanetBids, along with the Cost Proposal Form and other relevant attachments.

<p>1. Provide an overview of your organization's experience in managing and administering digital inclusion resources and services. Please provide 1-3 examples that explain the cost of the effort, the number of staff involved, the communities engaged, and the accomplishments and impact achieved.</p>
<p>2. Provide an overview of your organization's specific knowledge, skills, and experience in managing and administering digital inclusion resources and services to communities most in need.</p>
<p>3. Provide an overview of your organization's personnel capacity to support these efforts. Please include all relevant staff who will be involved in the effort including but not limited to full-time, part-time, permanent, temporary, interns, and/or volunteers.</p>
<p>4. Provide an overview of the communities your organization has the capacity and experience to reach and engage. Please include your organization's language access capacity (e.g., ability to provide real-time interpretation services, translation services) in Khmer, Spanish, and/or Tagalog if applicable.</p>
<p>5. Provide an overview of your organization's experience working closely with other CBOs. Provide 1-3 examples that explain what specific role your organization played in the collaboration effort and how your organization ensured effective coordination amongst all parties involved.</p>

6. Provide an overview of your organization's plan to accurately collect, track, and report on the required performance metrics.
7. Provide an overview of the process your organization recommends to effectively implement the hotspots and computing devices administration.
8. Provide an overview of the process your organization recommends to effectively implement the hotspots and computing devices technical support.
9. Provide an overview of the process your organization recommends to effectively implement the virtual digital literacy training program administration. Please specify information about the training format, topics, and languages provided.

**Opportunity #2**

Complete the following sections of the Narrative Proposal Form with high-level responses to the questions. Each response should be no longer than 500 words. Answer the questions below on the editable version attached on PlanetBids, save as a PDF and upload it to PlanetBids, along with the Cost Proposal Form and other relevant attachments.

1. Provide an overview of your organization's experience implementing community outreach efforts. Please provide 1-3 examples that explain the cost of the effort, the number of staff involved, the community engaged, and the accomplishments and impact achieved.
2. Provide an overview of your organization's specific knowledge, skills, and experience in implementing community outreach efforts and reaching communities in need.

<p>3. Provide an overview of your organization's personnel capacity to support these efforts. Please include all relevant staff who will be involved in the effort including but not limited to full-time, part-time, permanent, temporary, interns, and/or volunteers.</p>
<p>4. Provide an overview of the communities your organization has the capacity and experience to reach and engage. Please include your organization's language access capacity (e.g., ability to provide real-time interpretation services, translation services) in Khmer, Spanish, and/or Tagalog if applicable.</p>
<p>5. Provide an overview of the digital inclusion community pop-ups, events, and/or canvassing activities your organization can implement and where your organization plans on hosting them.</p>
<p>6. Provide an overview of how many hotspots and/or computing devices does your organization can administer. Please provide a high-level estimate. Specific allocations will be provided during the Program implementation.</p>
<p>7. Provide an overview of the specific outreach tools, activities, and messaging your organization will use when planning and implementing the digital inclusion community pop-ups, events, canvassing activities, and devices distribution. Please include any culturally relevant best practices.</p>
<p>8. Provide an overview of your organization's plan to accurately collect, track, and report on the required performance metrics.</p>

4.4 Cost Proposal Form

**Opportunity #1**

Complete the following sections of the Cost Proposal Form with high-level responses to the questions. Each response should be no longer than 500 words. Answer the questions below on a separate Excel/Word document or use the provided Cost Proposal Form



template attachment, save as a PDF and upload it to PlanetBids, along with the Proposal Narrative Form and other relevant attachments.

1. Provide a proposed Program budget with estimated costs to implement the Program. The budget should include estimated costs for all appropriate line items (e.g., personnel costs, equipment, materials, printing, mileage, PPE, etc.). <b>The Program budget should not exceed \$1,000,000.</b> Please note that there is a maximum of 15% for administrative expenses. To complete this section, please use a separate Excel/Word document or use the provided Cost Proposal Form attachment.
2. Provide the estimated quantities and types of computing devices and hotspots with one-year Internet service plans to be provided for free to residents and business owners.
3. Provide the estimated quantities of free digital literacy training that will be available to residents and business owners.
4. Does your organization have matching grant funds or support to leverage the Recovery Act funding? If yes, please also include this in the budget, and provide the information below.

### Opportunity #2

Complete the following sections of the Cost Proposal Form with high-level responses to the questions. Each response should be no longer than 500 words. Answer the questions below on a separate Excel/Word document or use the provided Cost Proposal Form template attachment, save as a PDF and upload it to PlanetBids, along with the Proposal Narrative Form and other relevant attachments.

1. Provide a proposed Program budget with estimated costs to implement the Program. The budget should include estimated costs for all appropriate line items (e.g., personnel costs, equipment, materials, printing, mileage, PPE, etc.). <b>The Program budget should not exceed \$25,000.</b> Please note that there is a maximum of 15% for administrative expenses. To complete this section, please use a separate Excel/Word document or use the provided Cost Proposal Form attachment. <b>For Opportunity #2, Proposers don't need to include a budget for the purchasing of hotspots and computing devices.</b>
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| 2. Does your organization have matching grant funds or support to leverage the Recovery Act funding? If yes, please also include this in the budget, and provide information. |
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## 5 Terms & Conditions

### 5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. BIPOC: Black, Indigenous and People of Color (BIPOC).
3. City: The City of Long Beach and any department or agency identified herein.
4. Community-based Organization (CBO): A public or private nonprofit organization of demonstrated effectiveness that (A) is representative of a community or significant segment of a community; and (B) provides educational or related services to individuals of the community.
5. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
6. Department / Division: City of Long Beach, Economic Development.
7. Digital Divide: The gap between communities that have equitable access and use of computer literacy training, the Internet and computers and those who don't.
8. Digital Equity: Everyone has access and use of computer literacy training, the Internet and technology devices to be successful in society, democracy and the economy regardless of their background, neighborhood or identity.
9. Digital Inclusion: Ensuring everyone has access and use of computer literacy training, the Internet, technology devices and other digital inclusion resources and services.
10. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.

11. May: Indicates something that is not mandatory but permissible.
12. RFP: Request for Proposals.
13. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
14. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
15. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

## 5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.

8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
11. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
13. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
14. Proposals may be withdrawn by written notice received prior to the proposal opening time.
15. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
16. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
17. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
18. The City is not liable for any costs incurred by Proposers prior to entering a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

19. Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
20. A proposal submitted in response to this RFP must identify any subcontractors and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
21. If the Contractor elects to use subcontractors, the City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
22. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
23. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
24. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract,

the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
27. The City will not be liable for Federal, State, or Local excise taxes.
28. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
29. Proposer understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded.
31. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
32. Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to Attachment G for further information regarding the requirements of the ordinance. If Attachment G is not present in the RFP, the Equal Benefits Ordinance does not apply to this procurement.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

### 5.3 Contract Terms & Conditions

1. The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual

obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.
5. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

6. In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.
9. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
10. The provisions of this Section shall survive the expiration or termination of the contract.

## 5.4 Protest Procedures

### Who May Protest

Only a Proposer who has submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

### Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid



notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

#### Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

#### City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

#### Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.