

**Memorandum of Agreement
Between
The City of Boston
Department of Innovation and Technology (DoIT)
And
The Boston Public Library (BPL)**

The Memorandum of Agreement (this “Agreement”) is made and entered into as of this 16th day of March 2018, by and between the Trustees of the Public Library of the City of Boston (BPL), with its principal office at 700 Boylston St., Boston, MA 02116 and the City of Boston’s Department of Innovation and Technology (DoIT), with its principal office at Boston City Hall, Room 703, 1 City Hall Square, Boston, Massachusetts 02201.

A. Purpose

The purpose of this agreement is to provide multi-site connectivity services for the Boston Public Library. On Monday, February 5th, 2018 at 1:00PM (ET) the Boston Public Library (BPL), through its Business Office, released a Request for Proposal Boston Public Library Multi-Site Connectivity Services for the FY19 Period (EV0005126). BPL closed the bidding on this item on March 7, 2018. After carefully evaluating all of the bids received, using price as the primary factor, the bid submitted by the City of Boston Department of Innovation and Technology with a total annual cost of \$330,600.00 (Three Hundred Thirty Thousand Six Hundred Dollars), was determined to be the most cost effective and advantageous, and was therefore awarded the contract. DoIT’s bid, the above referenced RFP and amendment, and all related RFP related documents (and the terms and conditions included therein) are incorporated herein by reference. The material and services purchased under this procurement will be funded in part by the E-rate program. At present, DoIT will service 26 library locations (including Copley Central Library); however, this MOA is in effect for any additional library locations added to the service inventory over the course of the agreement.

B. Scope of Responsibilities – City of Boston Department of Innovation and Technology(DoIT)

- a. The City of Boston’s Department of Innovation and Technology shall provide the following services:
 - i. Provide one (1) Layer -3 1GE connection back to Copley Central Branch - 700 Boylston St Boston MA 02116, and DR Site - and 1 Summer St Boston MA 02110, on diverse protected paths at each of the following BPL branch locations:
 - 1. Adams Street Branch - 690 Adams Street, Dorchester MA 02122
 - 2. Archival Center - 201 Rivermoor St, West Roxbury, MA 02132
 - 3. Brighton Branch - 40 Academy Hill Road, Brighton MA 02135
 - 4. Charlestown Branch - 179 Main Street, Charlestown MA 02129
 - 5. Codman Square Branch - 690 Washington Street, Dorchester MA 02124
 - 6. Connolly Branch - 433 Centre Street, Jamaica Plain MA 02130
 - 7. Dudley Branch - 65 Warren Street, Roxbury MA 02119
 - 8. East Boston Branch - 365 Bremen Street, East Boston MA 02128
 - 9. Egleston Square Branch - 2044 Columbus Avenue, Roxbury MA 02119

10. Faneuil Branch - 419 Faneuil Street, Brighton MA 02135
11. Fields Corner Branch - 1520 Dorchester Avenue, Dorchester 02122
12. Grove Hall Branch - 41 Geneva Avenue, Dorchester MA 02121
13. Honan-Allston Branch - 300 North Harvard Street, Allston MA 02134
14. Hyde Park Branch - 35 Harvard Avenue, Hyde Park MA 02136
15. Jamaica Plain Branch - 30 South St Jamaica Plain MA 02130
16. Lower Mills Branch - 27 Richmond Street, Dorchester MA 02124
17. Mattapan Branch - 1350 Blue Hill Avenue, Mattapan MA 02126
18. North End Branch - 25 Parmenter Street, Boston MA 02113
19. Parker Hill Branch - 1497 Tremont Street, Roxbury MA 02120
20. Roslindale Branch - 4246 Washington Street, Roslindale MA 02131
21. South Boston Branch - 646 East Broadway, South Boston MA 02127
22. South End Branch - 685 Tremont Street, Boston MA 02118
23. Uphams Corner Branch - 500 Columbia Road, Dorchester MA 02125
24. West End Branch - 151 Cambridge Street, Boston MA 02114
25. West Roxbury Branch - 1961 Centre Street, West Roxbury 02132
- ii. Furnish and install all required provider edge equipment on customer premises
- iii. Handoff from provider equipment must be single-mode fiber with LC connector
- iv. Provide circuit utilization data when requested
- v. Provide customer with technical support contact information for business hours and off-hours emergencies with the following SLAs
 1. 1 year of on-call support
 2. 2-hour callback between the hours of 6AM and 12AM
 3. Remote troubleshooting of technical problems
 4. 4-hour on-site remediation of core issues between the hours of 6AM and 12AM
 5. Email and/or phone notifications of outages scheduled and emergency
- b. DoIT agrees that this agreement is subject to availability of the anticipated discount on a year by year basis. If the anticipated discount is not awarded by the School and Libraries Division (SLD) then the BPL may at its sole discretion either terminate the agreement or adjust the quantities of equipment and services purchased.
- c. DoIT agrees to invoice the Schools and Libraries Division (SLD) for the discount amount using the SLD approved forms and procedures
- d. DoIT agrees that once the Schools and Libraries Division has made a funding commitment that DoIT will only invoice BPL for the after discount amount.
- e. DoIT agrees to assist the BPL in resolving any administrative issues that arise from the E-rate program.
- f. DoIT will allow BPL access to monitoring systems and troubleshooting tools.

C. Scope of Responsibilities – Boston Public Libraries (BPL)

- a. BPL will allow unimpeded access to the service locations by DoIT networking team members, including providing them identification credentials if required.
- b. BPL agrees to pay invoices through an arrangement recommended by the City of Boston's Auditing and Treasury Departments, which may include interdepartmental transfer process.
- c. BPL agrees to designate a point of contact for all administrative matters regarding this agreement.

- d. BPL agrees to designate a point of contact for all technical matters related to the installation and management of the network circuits being provided.
- e. BPL agrees to assist DoIT in resolving any administrative issues that arise from the E-Rate program.

D. Terms and Conditions

- a. Term of Agreement
 - i. The service start date for this agreement is July 1, 2018, the effective start date of the E-rate Funding Year 2018 (City Fiscal Year 19), and it shall last until June 30, 2019 unless extended per the terms of the RFP.
- b. Termination of Agreement
 - i. This agreement will expire concurrently with the expiration of the E-rate Funding Year 2018, which ends June 30, 2019. This agreement is subject to two (2) subsequent one year extensions at the sole discretion of BPL, and potential early termination, per the terms of the RFP.
- c. Limitation of Liability
 - i. Performance under this agreement by the parties, their agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents, servants and employees, shall extend to performance under this agreement to the extent permitted by Massachusetts and Federal law.
- d. Amendment of Agreement
 - i. This agreement may be amended from time to time hereafter only by a writing duly executed by the parties hereto.
- e. Successors and Assigns
 - i. The provisions of this agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Boston Public Library and the City's Department of Innovation and Technology.
- f. Applicable Laws
 - i. The obligations of the parties hereto shall be subject to compliance with all applicable laws and government regulations with respect hereto.
- g. Signatories
 - i. In witness where of the parties have caused this agreement to be signed, sealed and delivered as of the day and year first written below.

City of Boston

Department of Innovation and Technology

By: P. Boyle-McKenna

Date: 3/16/18

Patricia Boyle-McKenna
Interim Chief Information Officer

**The Trustees of the Public Library
of the City of Boston**

By: David Leonard

Date: 3/16/18

David Leonard
President of BPL

City of Boston

Law Department

Approved as to form:

By: Eugene L. O'Flaherty

Date: 03-16-18

Eugene L. O'Flaherty
Corporation Counsel

City of Boston

Auditing Department

By: Sally Glora

Date: 3-19-18

Sally Glora
City Auditor