

**AGREEMENT BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
EPLUS TECHNOLOGY, INC.  
FOR  
NETWORK CORE SWITCH AND ROUTER REPLACEMENT  
AT THE CENTRAL LIBRARY**

**This Agreement** is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and ePlus Technology, inc. (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, the Federal Communications Commission (FCC) makes funding available to schools and libraries for telecommunications projects through the Universal Service Administrative Company (USAC) under the Category 2 Information Technology Projects Program known as E-Rate;

**WHEREAS**, on February 9, 2023, Library staff requested that the Board of Library Commissioners (Board) approve the release of a Request for Proposals for Network Switch and Router Replacement at the Central Library (RFP) to allow contractors to competitively bid on the project. This project meets the requirements for E-Rate and is eligible for FCC funding (Library Resolution No. 2023-4 [C-4]);

**WHEREAS**, on February 9, 2023, the RFP was released and an Optional Pre-Proposal Conference was held on February 22, 2023. On March 9, 2023, the Library received three proposals;

**WHEREAS**, Library staff reviewed the proposals and found two to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and determined that the proposal submitted by Contractor best met the needs of the Library;

**WHEREAS**, on February 9, 2023, the Board found, in accordance with Charter Sections 371(e)(2), 371(e)(10) and 1022, and Los Angeles Administrative Code Sections 10.15(a)(2) and 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous, and that it is more feasible to have this work performed by an independent contractor than by City employees; and

**WHEREAS**, on May 11, 2023, the Board approved the award of an Agreement with Contractor for Network Switch and Router Replacement at the Central Library.

**NOW, THEREFORE**, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**I.0 CONTENTS**

The following documents are incorporated into and made a part of the Agreement:

- I.1 The Agreement.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- I.3 The Request for Proposals for Network Switch and Router Replacement at the Central Library (RFP) issued on February 9, 2023, which is attached and incorporated by reference as Exhibit B.
- I.4 Contractor's response to the RFP, which is attached and incorporated by reference as Exhibit C.

## **2.0 ORDER OF PRECEDENCE**

In the event of an inconsistency between any of the provisions of this Agreement and/or any of its incorporated documents, the inconsistency shall be resolved by giving precedence in the following order:

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The RFP (Exhibit B).
- 2.4 Contractor's response to the RFP (Exhibit C).

## **3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

## **4.0 TERM OF AGREEMENT**

The term of this Agreement shall be for three years or upon completion of the project, whichever is shorter; and shall be subject to earlier termination by the Library should E-Rate not be funded by the FCC. The initial term of this Agreement shall begin upon the date of execution.

## **5.0 SCOPE OF WORK**

Contractor will replace two network core switches and one main router utilizing a high availability solution to minimize downtime. The solution must meet the following criteria:

- 5.1 Two Core Switches (high availability) and one Internet Router with all current in-use related features to be migrated like-for-like.
- 5.2 New equipment is to be installed in parallel to the existing Library network environment for the purpose of network interconnectivity, testing, and verification.
- 5.3 Migration of the existing environment to the new infrastructure will be performed during a Library approved change control window.
- 5.4 Two Core Switches will be migrated to two new supported models. One Internet Router will be replaced by a new supported model.

5.5 Contractor shall provide the types of equipment, materials, and services to the Library as described in Exhibit C of this Agreement.

## **6.0 PAYMENT**

Contractor shall not incur any costs (e.g., for labor, equipment, materials or other expense), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee.

The total contract amount shall not exceed \$1,211,728 during the term of this Agreement of which \$1,101,570.79 is for Professional Services and equipment and \$110,148.21 is for Contingency.

Contractor shall seek the appropriate reimbursement directly from the FCC, through USAC using the Service Provider Invoice method (SPI). SPI is used to invoice USAC for E-rate discounts provided directly to applicants. The Contractor will invoice the Library for the portion of the bill for which it is responsible and will submit the SPI form directly to USAC for the remainder of the total amount of the service. Library shall not be liable for any payment owed to Contractor from the FCC or USAC. Further, Library does not represent itself as an agent of the FCC or USAC and will not act in any advisory or advocacy role between Contractor and FCC or USAC.

## **7.0 BILLING AND INVOICES**

7.1 Contractor shall submit itemized invoices to Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.

7.2 To ensure that services provided are measured against the services detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:

- a) Name and address of Contractor
- b) Name and address of City Department being billed (Library Department)
- c) Date of invoice and period covered
- d) Agreement Number or Authority Number
- e) Description of completed task and amount due for task
- f) Remittance address
- g) Library portion of E-Rate amount to be paid.
- h) USAC portion of E-Rate amount to be paid. Contractor must submit a separate invoice to USAC for payment.

**7.3** All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.

**7.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement, or via hard copy to:

Los Angeles Public Library  
Attention: Alex Mui (M/S 300)  
Information Technologies  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

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

**8.0 OWNERSHIP**

All documents and records provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Agreement or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

**9.0 AMBIGUITY**

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being the drafter of the Agreement.

**10.0 CONTRACT REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Library and Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

**CONTRACTOR'S REPRESENTATIVE**

Name: Don McLaughlin  
Title: Sr. Vice President Operations/Contracts  
Address: 13595 Dulles Technology Dr.  
Herndon, VA 20171  
Email: dmclaughlin@eplus.com

**LIBRARY'S REPRESENTATIVE**

Name: Alex Mui  
Title: Director of Systems  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7288  
Email: [amui@lapl.org](mailto:amui@lapl.org)

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five business days of such change.

**11.0 INDEPENDENT CONTRACTOR**

Contractor's relationship to Library in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

**12.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than 48 months following final payment made by City hereunder, the expiration date of

this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the 48 months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Agreement.

The FCC and USAC require E-Rate applicants (Library) and service providers (Contractor) to maintain documentation for 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request, whichever occurs first.

**13.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

**14.0 CONFIDENTIALITY**

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of City or as required by law.

**15.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

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

**16.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 14.0 ("Confidentiality") and 15.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement.

**17.0 CONTINUED REQUIREMENTS**

The requirements of Sections 14.0 ("Confidentiality"), 15.0 ("Contractor's Interaction with the Media"), and 16.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

**18.0 NON-EXCLUSIVE AGREEMENT**

Nothing in this Agreement shall be construed to mean that Contractor providing services to Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

**19.0 BORDER WALL BID DISCLOSURE**

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” Library may terminate this Contract at any time if Library determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampla.org](http://www.rampla.org).

**20.0 ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

*(SIGNATURE PAGE TO FOLLOW)*

CONTRACT/AGREEMENT NO. \_\_\_\_\_

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

By \_\_\_\_\_  
BÍCH NGỌC CAO  
President  
Board of Library Commissioners

By \_\_\_\_\_  
DON MCLAUGHLIN  
Sr. Vice President  
Operations/Contracts  
ePlus Technology, inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Commission Executive Assistant

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_

Date \_\_\_\_\_