

**EXHIBIT A**

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

**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

### PSC-3. Time of Effectiveness

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

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

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

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

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

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

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

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

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

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

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

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

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

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

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

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

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

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

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

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

**PSC-10. Independent Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

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

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

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

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

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

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

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

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

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

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

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

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

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

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

# Required Insurance and Minimum Limits

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

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

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

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

### Limits

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

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

Products/Completed Operations

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

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

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

#### Professional Liability (Errors and Omissions)

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

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

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

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

#### Crime Insurance

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**REQUEST FOR PROPOSALS  
RFP NO. 44-031**

**FOR**

**NETWORK CORE SWITCH AND ROUTER REPLACEMENT  
AT THE CENTRAL LIBRARY**

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

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

**CITY OF LOS ANGELES  
LOS ANGELES PUBLIC LIBRARY  
REQUEST FOR PROPOSALS (RFP)**

**NETWORK CORE SWITCH AND ROUTER REPLACEMENT  
AT THE CENTRAL LIBRARY**

- DATE RFP ISSUED:** FEBRUARY, 9, 2023
- TITLE:** RFP No. 44-031  
Network Core Switch and Router Replacement at the Central Library
- DESCRIPTION:** THE LOS ANGELES PUBLIC LIBRARY (“LAPL” or “Library”) is seeking qualified and experienced organizations to provide Network Core Switch and Router Replacement at the Central Library which is a project eligible for E-Rate funding from the Federal Communications Commission (FCC) through the Universal Service Administrative Company (USAC) under the Category 2 Information Technology Projects Program known as E-Rate.
- The Library is committed to providing an inclusive and robust outreach process for disadvantaged, marginalized, and local businesses and individuals. Our goal is to create a diverse pool of candidates to provide services and support to the Library and our patrons. We welcome and encourage submissions from a wide range of participants.
- ELIGIBILITY TO APPLY:** A minimum of three years of paid experience in providing the types of services stated in Section B (“Project Scope and Descriptions”) and detailed in Attachment D of this RFP.
- WEBSITE ADDRESS:** <http://www.rampla.org>  
Proposers must register at the Regional Alliance Marketplace for Procurement (RAMP) website ([www.rampla.org](http://www.rampla.org)) before they can access the Request for Proposals (RFP) and updates.
- PLEASE NOTE: PROPOSERS MUST BOOKMARK THE OPPORTUNITY ON RAMP (IN THE UPPER LEFT CORNER OF THE OPPORTUNITY) TO RECEIVE UPDATES OF ADDENDA AND QUESTION & ANSWER POSTINGS.**
- Proposers should review the RAMP FAQ section at: <https://bit.ly/RAMPfaqs>
- TERM:** The term of the proposed contract shall be three years or upon completion of the project, whichever is shorter; and shall be subject to earlier termination by the Library should the FCC not fund E-Rate.

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

Optional/Highly Recommended Pre-Proposal Conference: **Wednesday, February 22, 2023 at 10:00 a.m.**  
Virtual Conference via Zoom

**RSVP by Tuesday, February 21, 2023 by 5:00 p.m.**

Proposal Due: **Thursday, March 9, 2023 at 9:00 a.m.**  
All revisions will be posted as an addendum on [www.rampla.org](http://www.rampla.org)  
and at the E-Rate Productivity Center

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

Project Manager: Alex Mui, Director of Systems

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

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## **ATTACHMENTS**

- A. Standard Provisions for City Contracts (Rev. 9/22 [v.1])
- B. Sample Contract for Network Core Switch and Router Replacement at the Central Library
- C. Electronic Signature Policy (03/20)
- D. Details of Project Scope and Descriptions

## **EXHIBITS**

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

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

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

### **1. Introduction**

The Library is issuing this Request for Proposals (RFP) to enter into a contract with a qualified and experienced entity for the purpose of obtaining equipment and services for Network Core Switch and Router Replacement at the Central Library.

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. The FCC, through USAC, directly reimburses contractors for up to 85 percent of eligible costs for FCC approved projects. The Library will be responsible for the remaining amounts, which will be memorialized in the contract.

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

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

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

### **3. Program Overview**

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

**B. PROJECT SCOPE AND DESCRIPTIONS**

Proposers must submit a written proposal to be considered for the Network Core Switch and Router Replacement at Central Library project and must include the project cost.

The details and description of the project and scope of work are available in Attachment D of this RFP.

**C. CONTENTS OF THE PROPOSAL**

The following items must be included in the proposal:

**1. Cover Letter**

Proposers shall provide a cover letter introducing the proposing entity signed by the person or persons authorized to bind the proposer to all commitments made in the proposal. The cover letter should also include the title, address, telephone number, email address, and other contact information of the person or persons authorized to represent the proposing entity.

If a proposing entity is a consortium, joint venture, partnership, or team, its proposals must establish that all contractual responsibility rests solely with one proposer or legal entity.

**2. Executive Summary**

Proposers shall provide an executive summary that summarizes key points of the proposal and provides a detailed description of the organization, not to exceed three pages.

**3. Proposer's Qualifications and Experience**

This part of the proposal shall include the following:

- a. Proposers shall provide a description of their qualifications and experience, and any additional information demonstrating proficiency in relevant areas of expertise. The description must show that the proposer has a minimum of three years of experience providing the types of services stated in Section B ("Project Scope and Descriptions") and detailed in Attachment D of this RFP.
- b. Proposers shall include a list of three successful projects completed within the last five years that resemble the work described in Section B ("Project Scope and Description") and Attachment D of this RFP. This list shall include a detailed description of the work, the dates the work commenced and ended, and the contact information for the organizations for which each project was completed (i.e., contact name, telephone number, address, email address).

**4. Response to Project Requirements**

Proposers must provide the following information:

a. The Project Name

The Project Name ("Network Core Switch and Router Replacement at Central Library") must be clearly stated at the beginning of the proposal.

b. Proposed Solution

The proposal shall include a description of the implementation of the proposed solution, project approach and methodology, complete deployment planning and recommendations, statement regarding the ability to meet project specifications (including hardware and software specifications), features, security, and other options.

c. Training Services (if applicable)

The proposal shall include any training services that will be provided, including a description of the training, number of sessions, and all other pertinent information. Costs for such training shall be included in the Proposed Project Cost.

d. Maintenance and/or Warranties (if applicable)

The proposal shall include a description of any maintenance and/or warranties that will be provided. Costs for such maintenance and/or warranties shall be included in the Proposed Project Cost.

e. Proposed Schedule of Completion

The proposal shall include a schedule that includes a timeline for preparation, design, various milestones, and all other items through project completion. The time for total completion shall also be stated (in weeks or months).

**5. Proposed Project Cost**

Proposers must provide a fee schedule for the project that includes the following information: project name; a description of the equipment, materials, and services; the unit of measure; and the cost per unit, including freight, sales tax, and any other cost.

Note 1: Costs included in any executed contract will be final and shall only be revised through an amendment prepared and submitted by Library staff, and approved by the City Librarian, the Board of Library Commissioners, the Mayor, the City Council, and the Office of the City Attorney.

Note 2: The FCC and USAC have informed the Library that upon review and approval of the project and costs, the approved committed costs will be final and not subject to change or revision.

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

Proposals must include the completed compliance documents required by Items 1 through 14, else the proposal may be deemed non-responsive.

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

In accordance with Section 10.15(d) of the Los Angeles Administrative Code, each proposal must include an affidavit by the proposer that (i) such proposal is genuine and not a sham or collusion, or made in the interest or on behalf of any person, firm, or corporation not herein named; (ii) the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham proposal or directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal; and (iii) the proposer has not sought by collusion to secure for themselves an advantage over any other proposer.

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

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

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

Proposers may refer to PSC-31 (“Contractor Responsibility Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents: <https://bca.lacity.org/ordinances>

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

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

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

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

Proposers may refer to Section PSC-30 (“Access and Accommodations”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

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

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

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

Proposers may refer to Section PSC-27 ("Child Support Assignment Orders") of Attachment A ("Standard Provisions for City Contracts [Rev 9/22] [v.1]") of this RFP for additional information.

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

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

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

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

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

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

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

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

**7. Municipal Lobbying Ordinance**

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

Additionally, for construction contracts, public leases, or licenses of any value and duration; and goods or services contracts with a value greater than \$25,000 and a term of at least three months, each proposer must submit with its proposal a certification, on a form prescribed by the City Ethics Commission (CEC Form 50), that the proposer acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the proposer qualifies as a lobbying entity.

A copy of CEC Form 50 may be found at the following website:

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

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

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

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

Under Los Angeles City Charter Section 470(c)(12), proposers for contracts projected to be worth \$100,000 or more and that require City Council approval may not make campaign contributions to any elected City official, candidate for elected City office, or City Committee controlled by an elected City official or candidate. Contributions are prohibited throughout the proposal process and through the resulting contract.

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

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

A copy of CEC Form 55 may be found at the following website:

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

Proposers may refer to PSC-37 (“Restrictions on Campaign Contributions and Fundraising in City Elections”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

Instructions: Proposers that meet the criteria stated above shall complete and include the Prohibited Contributors – Bidders CEC Form 55 (Exhibit E.8) with the proposal.

Note: Should proposer use an electronic signature for CEC Form 55, the document must be signed via software that is accepted by the City and the Library (i.e., DocuSign or Adobe) (See Attachment C of this RFP, “Electronic Signature Policy [03/20]”).

**9. Iran Contracting Act of 2010**

In accordance with California Public Contract Code Sections 2200-2208, proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for \$1 million or more of goods and services are required to complete, sign, and submit the “Iran Contracting Act of 2010” Compliance Affidavit (Exhibit E.9).

Proposers may refer to PSC-36 (“Iran Contracting Act”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the State of California Department of General Services, Office of Policies, Procedures and Legislation (OPPL) website for additional information and forms regarding this matter: [www.dgs.ca.gov/pd/Resources/PDLegislation.aspx](http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx)

Instructions: Proposers shall complete and include the Iran Contracting Act of 2010 Affidavit (Exhibit E.9) with the proposal **only if** the proposal is for \$1 million or more of goods and services.

**10. Equal Benefits Ordinance (EBO) and/ First Source Hiring Ordinance (FSHO) (Online Submission)**

Equal Benefits Ordinance (EBO)

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

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

Proposers may refer to PSC-26 (“Mandatory Provisions Pertaining to Non-Discrimination in Employment”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration website for additional information, forms and documents: <https://bca.lacity.org/ordinances>

First Source Hiring Ordinance (FSHO)

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

Proposers shall complete and submit the combined Equal Benefits Ordinance / First Source Hiring Ordinance (FSHO) Affidavit onto the RAMP website at [www.rampla.org](http://www.rampla.org), which shall be valid for a period of three years from the date it is first uploaded. Proposers do not need to submit supporting documentation with their proposals. However, the City may request supporting documentation to verify information provided on the First Source Hiring Ordinance Affidavit.

Proposers may refer to PSC-34 (“First Source Hiring Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions:

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

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

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

Proposers may refer to PSC-33 (“Slavery Disclosure Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

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

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

**13. Local Business Preference Program**

This RFP is subject to the policies and requirements established by Ordinance No. 187121 and Los Angeles Administrative Code Section 10.25, et seq. The Local Business Preference Program (LBPP) aims to increase opportunities for local businesses and encourage local businesses to locate and operate in Los Angeles County (County). To be eligible for participation in this program, proposers must submit a LBPP affidavit on the RAMP website: [www.rampla.org](http://www.rampla.org)

Proposers may refer to Exhibit E.13a and Exhibit E.13b of this RFP for additional information. Proposers may also refer to PSC-35 (“Local Business Preference Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

Instructions: Proposers who wish to apply for a Local Business Preference shall complete the LBPP affidavit available on RAMP ([www.rampla.org](http://www.rampla.org)), and both upload it to RAMP prior to the proposal due date, as well as include a copy of the completed affidavit with the proposal.

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

Unless approved for an exemption by the Department of Public Works Bureau of Contract Administration, contractors shall comply with the provisions of the Living Wage Ordinance (LWO) (Los Angeles Administrative Code Section 10.37 et seq.) and Worker Retention Ordinance (WRO) (Los Angeles Administrative Code Section 10.36 et seq.).

***It is the responsibility of proposers and contractors to understand their responsibilities and obligations under the LWO and WRO.***

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

Proposers may also refer to PSC-28 (“Living Wage Ordinance”) and PSC-29 (“Service Contractor Worker Retention Ordinance”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

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

LWO Exemption:

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

Exemption Application Forms:

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

**THE PROPOSER AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 15 THROUGH 17 DURING THE TERM OF ANY CONTRACT.**

**15. City’s Insurance Requirements**

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

At its own expense, the selected contractor(s) and any of its subcontractors shall procure and maintain at least the minimum insurance required by Exhibit E.15 for the term of the contract, including any extensions.

Proposer shall purchase policies of general liability and worker's compensation from companies authorized to transact business in the State of California by the Insurance Commissioner. The required insurance must be filed with City Administrative Office, Risk Management through the City's website, [www.kwikcomply.org](http://www.kwikcomply.org). No work may be performed pursuant to the proposed contract resulting from this RFP until the specified documents have been approved by the City Administrative Officer, Risk Management Section.

Proposers may refer to PSC-23 (“Insurance”) and PSC-Exhibit 1 (“Insurance Contractual Requirements”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

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

of the contract.

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

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

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

Proposers may refer to PSC-15 ("Current Los Angeles City Business Tax Registration Certificate Required") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information. Proposers may find additional information and forms at the following Office of Finance website: <https://finance.lacity.org>

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

**17. Federal Employer Identification Number**

The Internal Revenue Service (IRS) requires the Library to report all payments to an independent consultant or business whenever payments exceed \$600 per calendar year. The contractor is required to furnish the Library with its Social Security number or Federal Employer Identification Number for this purpose.

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

**THE PROPOSER AWARDED A CONTRACT BY THE BOARD OF LIBRARY COMMISSIONERS WILL BE REQUIRED TO COMPLY WITH ITEMS 18 THROUGH 22 DURING THE TERM OF ANY CONTRACT.**

**18. Contractor Evaluation Program**

At the end of the contract, the City will conduct an evaluation of the selected contractor's performance. The City may also conduct evaluations of the selected contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on several criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the contract. Any contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final evaluation and allowed an opportunity to respond. The City will use the final evaluation and any response from the contractor to evaluate proposals and to conduct reference checks when awarding other contracts.

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

Instructions: *No Submission Required.*

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

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

Proposers may refer to PSC-44 (“COVID-19”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information.

Instructions: *No Submission Required.*

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

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

Proposers may refer to PSC-38 (“Contractors’ Use of Criminal History for Consideration of Employment Applications”) of Attachment A (“Standard Provisions for City Contracts [Rev. 9/22] [v.1]”) of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents: <https://bca.lacity.org/ordinances>

Instructions: *No Submission Required.*

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

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

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

Proposers awarded contracts for which the consideration is \$25,000 or more shall comply with the provisions of the Affirmative Action Program Provisions (Los Angeles

Administrative Code Section 10.8.4). By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

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

Proposers may refer to PSC-26 ("Mandatory Provisions Pertaining to Non-Discrimination in Employment") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information. Proposers may also visit the Bureau of Contract Administration for additional information, forms and documents:

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

Instructions: *No Submission Required.*

## 22. **Contractor Data Reporting**

Proposers are advised that any contract awarded pursuant to this competitive process shall be subject to Executive Directive 35.

If a proposer is selected and awarded a contract, and if the contractor is a for-profit company or corporation, then the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the RAMP website or via another method specified by City: The annual revenue of contractor and any subcontractor, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by the City.

Proposers may refer to PSC-45 ("Contractor Data Reporting") of Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") of this RFP for additional information.

Instructions: *No Submission Required.*

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**Proposers are strongly advised to read Attachment A ("Standard Provisions for City Contracts [Rev. 9/22] [v.1]") and Attachment B ("Sample Contract") of this RFP to understand other terms and conditions of a contract with the Library.**

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

Proposals shall be submitted in accordance with the requirements of this RFP.

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

An Optional/Highly Recommended Pre-Proposal Conference will be conducted to provide an overview of the RFP. To obtain the greatest benefit from the meeting, Proposers are strongly encouraged to attend with their direct supervisory personnel/critical project team members (in lieu of business development or sales personnel).

Participation in the Optional/Highly Recommended Pre-Proposal Conference may be accomplished by Zoom. Questions may be submitted prior to the conference to Deirdre Gomez at [dgomez@lapl.org](mailto:dgomez@lapl.org). Any questions related to the RFP received prior to the Optional/Highly Recommended Pre-Proposal Conference will be addressed during the conference. They will later be posted online on the City's website [www.rampla.org](http://www.rampla.org). Questions received after the conference must be submitted no later than 14 days prior to the due date of the proposal, as listed on [www.rampla.org](http://www.rampla.org), by 4:00 p.m. to [dgomez@lapl.org](mailto:dgomez@lapl.org) and will be posted on [www.rampla.org](http://www.rampla.org).

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

Registration in advance is required for this meeting

**Topic:** RFP 44-031 for Network Core Switch and Router Replacement at Central Library through the E-Rate Program

**When:** February 22, 2023 at 10:00 a.m.

**To RSVP:** Google Form: <https://forms.gle/x7suoHPetnNUQLnq9>

Please RSVP by February 21, 2023 by 5:00 p.m. and fill out the Google form, link provided above, providing the name of attendee, position, company, address, phone number, and email address. After registering, you will receive a confirmation email containing information about joining the meeting.

### **2. Submission Requirements**

Proposals must be submitted electronically and shared with the Library through Google Drive as follows:

#### **2.1 Electronic Submission**

- a. Proposers shall create a Google Account or use their pre-existing Google Account to submit their proposals.
- b. All documents must be in a single Portable Document Format (PDF) file that has been converted into a searchable file using Optical Character Recognition.
- c. Proposers shall upload the proposal document to their Google Drive.
- d. Proposers shall name the proposal document: "RFP 44-31 for Network Core Switch and Router Replacement at the Central Library – VENDOR NAME"

- e. Proposers shall share the Google Drive proposal document with the following Library email addresses:

[laplbids submissions@lapl.org](mailto:laplbids submissions@lapl.org)  
[dgomez@lapl.org](mailto:dgomez@lapl.org)  
[mlemus@lapl.org](mailto:mlemus@lapl.org)  
[claudia.aguilar@lapl.org](mailto:claudia.aguilar@lapl.org)

- f. Do not password protect the proposal document.
- g. The proposal must include all items stated in Section H. (“Proposer Checklist”) of this RFP.
- h. The sections within the proposal document shall be in the order as listed in Section H (“Proposer Checklist”) of this RFP.
- i. Documents requiring signatures shall conform to the “Electronic Signature Policy [03/20]” as stated in Attachment C of this RFP.
- j. Proposers are responsible for ensuring that their proposal document is not compressed, does not contain a virus or malware, is not corrupted, and is able to be opened. The Library may reject proposals that do not meet these requirements.
- k. Library staff shall provide a notice of receipt within two business days of receipt of the electronically-submitted proposal. It is highly recommended that proposers contact the RFP Administrator listed in Section G.12 of this RFP if a receipt is not received within two business days.
- l. Proposers are solely responsible for ensuring that their proposals have been received before the deadline as electronic transmissions are inherently unreliable. Proposers bear all risks associated with the electronic transmission of their proposal, including delays, system failures, and other technical issues.

## 2.2 Proposal Due Date / Time

- a. The Library reserves the right to revise the submission due date. Any revisions to the due date or time shall be posted on RAMP ([www.rampla.org](http://www.rampla.org))
- b. Proposers are encouraged to submit proposals prior to the due date and time.

Proposal Due Date: March 9, 2023

Proposal Due Time: 9:00 a.m.

## 2.3 Submission Responsiveness

- a. Failure to meet the requirements of this RFP may be cause for disqualification of the proposal.

- b. The Library reserves the right to deem a proposal non-responsive if the Library is unable to determine which documents constitute a complete and appropriate response to the RFP.
- c. The Library reserves the right to seek clarification from a proposer to determine responsiveness.
- d. Proposals should not include unnecessary promotional material and should be as succinct as possible.

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

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

**4. Acceptance of Terms and Conditions**

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if a contract is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

**5. Withdrawal by Proposer**

A proposer may withdraw its proposal provided that the request is in writing, signed by an authorized representative, and is received by the Library prior to the proposal deadline date. After proposals have been opened, the proposals shall be subject to acceptance by the City for a period of ninety days. Except as previously stated, no proposer may withdraw its proposal, except with the written consent of the Library.

**6. The City's Right to Reject Proposals and Withdraw the RFP**

The Library reserves the right to reject any and all proposals. Notwithstanding any other provisions of this RFP, the Library also reserves the right to withdraw this RFP at any time without prior notice.

**7. Scope of Content**

Proposals shall be based only on material contained in the RFP, responses to timely questions submitted by proposers, any addenda thereto, and other materials published by the Library relating to the RFP. Proposers shall disregard any previous draft materials and oral representations that may have been obtained by the proposer.

## F. EVALUATION AND SELECTION PROCESS

### 1. Proposal Responsiveness

To be considered responsive to this solicitation, proposers must submit completed responses to all items requested in this RFP, including completion and submission of the City's mandatory compliance documents. An incomplete or missing response may result in the rejection of the proposal.

Proposals which, at the discretion of the Library, are incomplete, non-responsive, or non-compliant with content or format requirements may be disqualified without further consideration, and will not be evaluated by the evaluation panel.

The Library reserves the right to conduct investigations with respect to the qualifications of each proposer and any information contained in its proposal.

### 2. Proposal Evaluation

A panel of City staff and subject-matter experts ("evaluation panel") will evaluate the proposals based on the evaluation criteria noted below. The evaluation panel may, at its sole discretion, request additional information, conduct interviews, and solicit presentations. Following any such requests, interviews, and oral presentations, the panel will score proposals in each criterion and rank the proposals accordingly.

### 3. Evaluation Criteria

The following criteria will be used to evaluate proposals:

<b>Evaluation Criteria</b>	<b>Meets RFP Requirements</b>
Cover Letter	Pass / Fail
Executive Summary	Pass / Fail
Proposer's Qualifications and Experience	40
Response to Project Requirements	30
Proposed Project Cost	30
<b>Maximum Points – Total</b>	<b>100</b>

### 4. Award

The Library will notify all proposers of the determinations of the evaluation panel. The evaluation panel's score will serve as a basis for a report from the City Librarian to the Board of Library Commissioners, recommending the highest-ranking proposer to be selected for the award of the contract. The Board of Library Commissioners will consider the City Library's recommendation during a public Board meeting and may accept or reject the recommendation in making its decision as to the proposer selection, if any, stating publicly the reasons for its action.

## **G. GENERAL CONDITIONS**

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

The Library reserves the right to reject any and all proposals. The Library also reserves the right to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): "The City shall reserve the right to reject any and all proposals and to waive any formality in the proposal when to do so would be to the advantage of the City."

Failure of the proposer to submit the above-required documents with their proposal, to provide all of the information required by the RFP, or to furnish direct and complete answers to RFP prompts may render the proposal non-responsive and result in its rejection.

It is the intent of the Library to award a contract or contracts in a form approved by the City Attorney. The RFP and the proposer's proposal, or any part thereof, may be incorporated into and made part of the contract. The Library reserves the right to further negotiate the terms and conditions of the contract. The Library reserves the right to withdraw this RFP, to reject any proposal for non-compliance with RFP provisions, or not to award a contract altogether due to unforeseen circumstances or if it is determined to be in the best interest of the Library.

### **2. Public Record Act**

All proposals submitted in response to this RFP shall become the property of the Library and will be a matter of public record, subject to the State of California Public Records Act (CPRA) (California Code Sections 6250 et seq.). If the proposer claims any information in the proposal to be exempt from disclosure under the CPRA, the proposer must do the following:

- A. Identify in writing all copyrighted material, trade secrets, and other proprietary information that the proposers claim to be exempt from disclosure under the CPRA. Any proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure. Failure to include this identifying information shall be deemed by the Library as a waiver of any exemption claim.

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

- B. By submitting a response to this RFP, the proposer agrees to be bound by the following language:

The proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor.

Proposer's obligations under this provision include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its

attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

C. Be prepared to submit a second copy of the proposal in which all information claimed to be exempt from disclosure has been redacted.

**3. RFP Revisions**

Any revision made to this RFP will be posted as an addendum to the RFP at [www.rampla.org](http://www.rampla.org).

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

Proposers shall not, without written consent of the Library, assign, hypothecate, or mortgage any terms in a contract with the City or sublease or license any portion of the work. Any attempted assignment, hypothecation, mortgage, sublease, or license without consent of the Library shall render a contract null and void. Each and all conditions herein contained to be performed by proposer shall be binding on any consented transferee thereof.

**5. Alternatives**

Proposers shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal's documents. Alternatives that do not substantially meet the Library's requirements cannot be considered. Proposals offered subject to conditions or limitations may be rejected as non-responsive.

**6. Proposal Errors**

Proposer is liable for all errors or omissions incurred by proposer in preparing the proposal. Proposers will not be allowed to alter proposal documents after the due date for submission.

The Library reserves the right to make corrections or amendments due to errors identified in a proposal by the Library or the proposer. This type of correction or amendment will only be allowed for errors in typing or transposition. All changes must be coordinated in writing with and authorized by the RFP Administrator identified in Section G.12 of this RFP.

**7. Interpretation and Clarifications**

The Library will consider prospective recommendations or suggestions regarding any requirements before the Optional/Highly Recommended Pre-Proposal Conference. All recommendations or suggestions must be in writing and submitted to the RFP Administrator identified in Section G.12 of this RFP. The Library reserves the right to modify requirements of any RFP if it is in the best interest of the Library.

**8. Protest of RFP**

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten calendar days after the RFP or addendum is issued, provide written notice to the Library setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**9. Protest of Proposed Award**

Protests based on alleged apparent improprieties in a bid process shall be filed before bid opening or the closing date for receipt of proposals. Protests on procedural and technical issues must be made within seven calendar days of the mailing date of the notice of the contract award recommendation. Any protest to a proposal award(s) must be submitted in writing to the RFP Administrator at the address shown below by certified mail or personal delivery.

The procedure and time limits set forth in this section are mandatory and are the proposers' sole and exclusive remedy in the event of a protest. Failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. At a minimum, any written protest document must include the following:

- Name, address, and telephone number of the protesting party.
- Title and number of this RFP.
- Detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents; and, reference to the specific portion(s) of the documents that form the basis of the protest, including a description of resulting prejudice to the protester.
- Request for a ruling from the Library and statement of the form of relief requested.

Protest and attached documentation must be sent to the following address:

Madeleine M. Rackley, Business Manager  
Los Angeles Public Library  
630 West Fifth Street  
Los Angeles, CA 90071

The Library may hold a hearing after receiving the protest, unless waived by the proposer. The Board of Library Commissioners, or its designee, shall make a final determination with respect to the protest and shall award or reject the contract accordingly. The decision of the Board, or designee, shall be final.

**10. Cost of Proposal Preparation**

The Library is not responsible for any costs incurred by the proposer for preparing and submitting proposals in response to this RFP.

**11. Americans with Disabilities Act**

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposal, programs, services and activities. If an individual with a disability requires accommodations to attend a Pre-Proposal Conference, please contact the RFP Administrator identified in Section G.12 of this RFP at least five working days prior to the scheduled event.

**12. Contact for Information / RFP Administrator**

For answers to questions relating to the content of this RFP, proposers must submit questions at least 14 days prior to the due date and time of the proposal, as listed on [www.rampla.org](http://www.rampla.org). via email to:

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

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

**13. Standard Provisions for City Contracts**

All contracts entered into as a result of this RFP are subject to the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) which are included as Attachment A of this RFP.

**H. PROPOSER CHECKLIST**

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

<b>Section</b>	<b>Form / Document Description</b>	<b>Exhibit No.</b>	<b>Initial</b>
RFP C.1	Cover Letter	--	
RFP C.2	Executive Summary	--	
RFP C.3	Proposer's Qualifications and Experience	--	
RFP C.4	Response to Project Requirements	--	
RFP C.5	Proposed Project Cost	--	
RFP D.1	Non-Collusion Affidavit ( <u>Must be Notarized</u> )	Exhibit E.1	
RFP D.2	CRO Questionnaire	Exhibit E.2a	
RFP D.2	CRO Pledge of Compliance	Exhibit E.2b	
RFP D.3	Certification Regarding Compliance with the Americans with Disabilities (ADA) Form	Exhibit E.3	
RFP D.4	Certification of Compliance with Child Support Obligations Form	Exhibit E.4	
RFP D.5	City of Los Angeles Contract History Form	Exhibit E.5	
RFP D.6	City of Los Angeles Residence Information Form	Exhibit E.6	
RFP D.7	CEC Form 50	Exhibit E.7	
RFP D.8	CEC Form 55	Exhibit E.8	
RFP D.9	Iran Contracting Act of 2010 Affidavit (If Applicable)	Exhibit E.9	
RFP D.10	Equal Benefits Ordinance and/ First Source Hiring Ordinance – Online Submission	Exhibit E.10	
RFP D.11	Disclosure Ordinance – Online Submission	Exhibit E.11	
RFP D.12	Business Inclusion Program (BIP) Walkthrough Manual - (WAIVED, NOT APPLICABLE FOR THIS RFP)	Exhibit E.12	
RFP D.13	Local Business Preference Program	Exhibit E.13a	
RFP D.13	Local Business Preference Program (LBPP) Certification Information (If Applicable)	Exhibit E.13b	

<b>Section</b>	<b>Form / Document Description</b>	<b>Exhibit No.</b>	<b>Initial</b>
RFP D.14	Living Wage Ordinance - Employee Information form (Form LW-6)	Exhibit E.14a	
RFP D.14	Living Wage Ordinance - Subcontractor Information Form (Form LW-18)	Exhibit E.14b	
RFP D.14	Living Wage Ordinance - Exemption Application (Form LW-10) – If applying for exemption	Exhibit E.14c	
RFP D.14	Living Wage Ordinance - Small Business Exemption Application (Form LW-26) – If applying for exemption	Exhibit E.14d	
RFP D.14	Living Wage Ordinance - 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) – If applying for exemption	Exhibit E.14e	
RFP D.14	Living Wage Ordinance - Non-Coverage Determination Application (Form OCC/LW29) – If applying for exemption	Exhibit E.14f	



Where Technology  
Means More®



**City of Los Angeles  
Los Angeles Public Library**

FCC Form 470 #230019782

Network Core Switch and Router Replacement at the Central Library

RFP# 44-031

March 9, 2023

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Brian Kochanowicz

Senior Account Executive

2355 Main Street, Suite 140

Irvine, CA 92614

Phone: 310-985-0583

Email: [bkochanowicz@eplus.com](mailto:bkochanowicz@eplus.com)



March 9, 2023

City of Los Angeles  
Los Angeles Public Library

**SPIN # 143006553**

Thank you for offering ePlus Technology, inc. (“ePlus”) the opportunity to respond to your **Form 470 #230019782** for **Network Core Switch and Router Replacement at the Central Library RFP# 44-031**. We have reviewed the City of Los Angeles’ stated goals and requirements contained in your request. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that the City of Los Angeles and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight how our strengths and expertise can be applied to your organization to generate positive business results. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Don McLaughlin".

Don McLaughlin

Senior VP



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**Attachments:**

Attachment 1 - ePlus Quote 22939365

Attachment 2 - ePlus LAPL Cisco Core Switch Refresh E-Rate Services Proposal-Estimate

Attachment 3 - ePlus Cisco Certs.

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13595 Dulles Technology Drive  
Herndon, VA 20171  
703.984.8400  
All rights reserved.

**ePlus as a Reseller**

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

**PROPOSAL VALIDITY PERIOD**

March 9, 2023 - September 30, 2024  
(Funding Year 2023)



## 2. Executive Summary

ePlus Technology, inc. (SPIN 143006553) understands that the City of Los Angeles is seeking a Network Core Switch and Router Replacement at its Central Library.

We are perfectly positioned to work with you on this project. Some of the qualifications that distinguish us from our competition are:

- ePlus has knowledgeable staff who has a longstanding working relationship with the Schools and Libraries E-Rate program since its inception.
- We have experience working on projects funded with both E-Rate and local government funds.
- ePlus understands the current environment and has completed similar projects in the past.
- Our team is dedicated to serving state/local government and education customers.
- We keep abreast of the manufacturers' programs for education and government clients.
- We have a proven service delivery model.
- ePlus professionals are trained in the latest networking methodologies and technologies, specifically those requested by your school or library.
- We will supply references for similar projects to those requested.

With our knowledge of the E-Rate program, our extensive service and support offerings and our highly qualified engineering staff, ePlus is more than qualified to support your needs. The information that follows is designed to help you understand ePlus' proposed solution, the associated costs and the benefits to engaging with ePlus for your project needs.

### 3. Proposer's Qualifications and Experience

This part of the proposal shall include the following:

a. Proposers shall provide a description of their qualifications and experience, and any additional information demonstrating proficiency in relevant areas of expertise. The description must show that the proposer has a minimum of three years of experience providing the types of services stated in Section B ("Project Scope and Descriptions") and detailed in Attachment D of this RFP.

**ePlus Response – Please see Attachment 3 - ePlus Cisco Certs.**

b. Proposers shall include a list of three successful projects completed within the last five years that resemble the work described in Section B ("Project Scope and Description") and Attachment D of this RFP. This list shall include a detailed description of the work, the dates the work commenced and ended, and the contact information for the organizations for which each project was completed (i.e., contact name, telephone number, address, email address).

**ePlus Response –**

**1. Los Angeles Public Library – Data Center Disaster Recovery Project**

Equipment quote and Professional Services implementation.

Active project, nearing completion

Complete build out of Redundant Data Center to be served as a failover DR site.

**2. San Diego Public School District – Core Switch Refresh**

Equipment quote and Professional Services Implementation

Complete refresh upgrade of Primary and Failover Data Centers for Core Switching equipment.

**3. Los Angeles County Metropolitan Transportation Authority**

Equipment quote and Professional Services implementation

Complete refresh of Cisco Core for production data center

## 4. Response to Project Requirements

Proposers must provide the following information:

a. The Project Name

The Project Name (“Network Core Switch and Router Replacement at Central Library”) must be clearly stated at the beginning of the proposal.

**ePlus Response – Acknowledged.** ePlus is responding to the Form 470/RFP set forth by the city of Los Angeles for a NETWORK CORE SWITCH AND ROUTER REPLACEMENT AT CENTRAL LIBRARY.

b. Proposed Solution

The proposal shall include a description of the implementation of the proposed solution, project approach and methodology, complete deployment planning and recommendations, statement regarding the ability to meet project specifications (including hardware and software specifications), features, security, and other options.

**ePlus Response – Acknowledged.** Please see the responses below to Attachment D – Scope of Work and our ability to meet project requirements.

### RESPONSE TO ATTACHMENT D SCOPE OF WORK

#### 1.1 Overview

The Library is seeking proposals from qualified entities to propose a solution to replace 2 Network Core Switches and 1 main router at the Central Library located at 630 W. 5th St Los Angeles CA 90071. This would include professional services, network planning, design, software installation and configuration, and hardware to provide business continuity.

**ePlus Response – Acknowledged.**

#### 1.2 Scope of Work

In providing continuation of critical Library public services for all 73 libraries, the Library is seeking a contractor to provide 2 Network Core switches and 1 main router replacement utilizing a high availability solution to minimize any downtime. The proposed solution must meet the following general criteria:

A. General Description:

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

**ePlus Response – Acknowledged.**

B. Design:

- Create a new network drawing with new equipment and interfaces.
- Provide port-mapping that will be applied to the new equipment.

**ePlus Response – Acknowledged.**



C. Equipment Installation:

- Rack and stack equipment.
- Patch cables as per design.
- Perform cable management.
- Perform the initial power-on, burn-in, and verification check.

**ePlus Response – Acknowledged.**

D. Initial Equipment Configuration:

- Perform hardware and software check.
- Perform software upgrade, if required.
- Perform license activation and verification.
- Perform signatures update, if required.
- Configure and verify high availability failover.
- Configure basic system management and access accounts.

**ePlus Response – Acknowledged.**

E. Migration Cutover:

One migration maintenance window is provisioned for the cutover. Contractor will work with the Library to reserve a workable cutover time and duration. Services will include:

- Assist the Library with creation of production acceptance test plan.
- Create migration step-by-step plan.
- Create rollback plan.
- Perform the cutover.
- Test network connectivity.
- Verify traffic flows.
- Assist the Library with production acceptance testing.

**ePlus Response – Acknowledged.**

F. Post-Migration (Day-1 Support):

- Provide on-sight support (eight hours / day-1).
- Provide up to eight hours on-site remote end-user operation training of the new system.

**ePlus Response – Acknowledged.**

G. Remote Access:

The Library will provide the contractor with a dedicated workstation to perform remote access (Zoom or WebEx). Working sessions will be available via the Library supervised Zoom or WebEx, Monday through Thursday, 8:00 AM to 4:00 PM (PST).

**ePlus Response – Acknowledged.**

H. Other:

The contractor shall provide the Library with the following:

- Updated Visio of logical Network design.
- Router/Switch port connectivity document.
- As-built Router/Switch configuration document.

**ePlus Response – Acknowledged.**



c. Training Services (if applicable)

The proposal shall include any training services that will be provided, including a description of the training, number of sessions, and all other pertinent information. Costs for such training shall be included in the Proposed Project Cost.

**ePlus Response – Hands on /over the shoulder training is included.**

d. Maintenance and/or Warranties (if applicable)

The proposal shall include a description of any maintenance and/or warranties that will be provided. Costs for such maintenance and/or warranties shall be included in the Proposed Project Cost.

**ePlus Response – Will be included in the ePlus proposal.**

e. Proposed Schedule of Completion

The proposal shall include a schedule that includes a timeline for preparation, design, various milestones, and all other items through project completion. The time for total completion shall also be stated (in weeks or months).

**ePlus Response -**

Timeline is estimated based on joint coordination between ePlus and Customer.

Total project duration from start to finish is 2 months. This is assuming all planning activities are progressing with no major logistics delays and/or technical issues beyond either ePlus and/or Customer control.

ePlus is estimating and recommending the following project phases of implementation:

1. Project Kick-off Introduction
2. Preparation and Planning
3. Network discovery and audit
4. Network design
5. Equipment installation and cabling
6. Initial equipment power on verification
7. Initial equipment configuration
8. Pre-migration preparation
9. Migration Cutover
10. Post migration Day-1 support
11. Over-The-Shoulder training
12. Documentation deliverables

Preparation activities	Phase 1 to Phase 4	1 to 2 weeks
Equipment installation and verification	Phase 5 to Phase 7	1 to 2 weeks
Migration activities	Phase 8 to Phase 9	1 to 2 weeks
Post migration activities	Phase 10 to Phase 12	1 week

In addition to implementation phases hours, project management hours are included for the duration of the project.

Please see **Attachment 2 - ePlus LAPL Cisco Core Switch refresh E-Rate Services Proposal-Estimate** for more details.

## 5. Proposed Project Cost

Proposers must provide a fee schedule for the project that includes the following information: project name; a description of the equipment, materials, and services; the unit of measure; and the cost per unit, including freight, sales tax, and any other cost.

**ePlus Response** – Please see **Attachment 1 - ePlus quote # 22939365** for the requested information.

Note 1: Costs included in any executed contract will be final and shall only be revised through an amendment prepared and submitted by Library staff, and approved by the City Librarian, the Board of Library Commissioners, the Mayor, the City Council, and the Office of the City Attorney.

**ePlus Response** – Acknowledged.

Note 2: The FCC and USAC have informed the Library that upon review and approval of the project and costs, the approved committed costs will be final and not subject to change or revision.

**ePlus Response** – Acknowledged.



## E-Rate Experience

In addition to our technical certifications, ePlus has an entire E-Rate team dedicated to supporting our customers who participate in Schools and Libraries Funding Mechanism, while paying strict attention to the ever-changing rules.

Our staff, matched with the highest partnerships with the world's top IT vendors and manufacturers, allows ePlus to offer a variety of comprehensive, competitively priced technology solutions to our customers. Our staff includes:

- Sales Managers and Account Executive teams who are dedicated to the SLED market.
- Inside Sales Managers and teams with experience in quoting the E-Rate eligible products that comprise our solutions.
- Pre-Sales, Implementation and Project Management Engineering Managers and teams with experience in quoting and implementing the E-Rate eligible services that comprise our solutions.
- A National SLED Team that understands all facets of the program from a Service Provider perspective.

With a dedicated public sector practice composed of over 60 inside and outside sales personnel, we have significant experience in not only E-Rate, but many other facets of supporting the education space. As a systems integrator holding over 700 contracts across 48 states, we participate mainly in the Category 2- Internal Connections portion of the program. There is executive sponsorship and E-Rate program management at the Senior Vice President level within ePlus. In addition, all ePlus personnel active with the program undergo annual compliance training.

Over the past several years, ePlus has been selected as the preferred service provider for 50-100 entities via their Form 471 application, totaling on average over \$15 million annually. Revenues resulting from these awards have varied greatly based on past funding approval levels but have historically yielded several million in funded business. Each funding year ePlus is among the top vendors participating nationally in the E-Rate program. We have significant experience in processing orders via SPI discount billing as well as the BEAR process. Staff members who specialize in the program are available to help customers with questions in the areas allowed for service provider input.

In addition, ePlus works with Funds for Learning and participates in other educational-based trade shows and conferences to help communicate our capabilities around the E-Rate program. References are available from schools and libraries who have worked with members of our E-Rate team located across the nation. Our E-Rate team offers a joint level of experience which spans the entire life of the E-Rate program. Having team members who are trained in procurement policies and requirements of SLED/USAC/E-Rate affords us the opportunity to provide expertise and guidance to our clients.



## E-Rate Payment Processing Requirements

ePlus works with our customers to follow either a BEAR or SPI (discount billing) process for their E-Rate eligible purchases. All E-Rate approvals for the specific items being purchased through the program must be in place before we will process an order leveraging discount billing (SPI). For the BEAR process, the school/library will place an order to ePlus under standard net terms for the entire amount and file a BEAR invoice upon potential future approval by E-Rate. If making a purchase prior to E-Rate approval via purchase order using standard net terms, that purchase is not returnable or cancellable in the event E-Rate funding is not awarded. This proposal is valid for E-Rate Funding Year 2023 with contract term dates of 04/01/2023 - 09/30/2024 or upon extension with prior approval per USAC. For customers to leverage E-Rate-based pricing from most manufacturers, the customer must select ePlus (SPIN 143006553) on their E-Rate Form 471, prior to the processing of an order.

At the request of many E-Rate eligible entities, ePlus has been entering the eligibility percentages for requested products. This is purely an effort to assist schools and libraries in completing a portion of the required paperwork relating to the products and prices being proposed by ePlus in response to an RFP proposal. Product and maintenance eligibility information must be reviewed and confirmed by the school or library for not only accuracy and completeness but regarding the actual products, prices, and total quantities for which it would like to submit for E-Rate funding. Eligibility stated is based on product functionality, as indicated in the current Funding Year Eligible Services List. Additional guidance from USAC about the E-Rate eligible services is available at USAC's website; [usac.org/e-rate/](https://usac.org/e-rate/). Final determination of eligibility is provided by USAC during the application process. ePlus makes no guarantees or representations as to the completeness or accuracies of the information provided or regarding E-Rate eligibility of any product or service.

## Red Light Rule

ePlus is not currently subject to the Red-Light Rule nor are any of our principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. All our staff including Sales, Sales Operations and Inside Sales personnel who prepare your quotes stay abreast of changes in the program by attending trainings offered by the SLD on an annual basis. We have a relationship in good standing with the FCC/USAC/SLD and can provide documentation and certification upon award of proposal.

- Federal Tax ID Number: 54-1904151
- E-Rate SPIN Number: 143006553
- FCC Registration Number: 0011709979

## ePlus Company Information

ePlus drives organizations forward with sustainable technology solutions and services that provide more depth, more breadth, and more perspective. We consult with customers to assess their technology and business needs and advise them on the most effective IT strategy and approach for their organization. We then design, implement, and optimize the cloud, security, data center, networking, collaboration, and emerging solutions to enable that strategy. We back those efforts with local support, long-term service, and flexible financing and consumption models, all with the end result of helping customers thrive in the digital economy and multi-cloud world, drive better business outcomes, and stay ahead of the innovation curve. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,500 associates serving a diverse set of customers in the U.S., Europe, and Asia-Pac. The Company is headquartered at 13595 Dulles Technology Drive, Herndon, VA, 20171, USA. For more information, visit [www.eplus.com](http://www.eplus.com), call 888-482-1122, or email [info@eplus.com](mailto:info@eplus.com).

## Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a public company with annual adjusted gross billings of \$2.6B\* and shareholders equity of \$660.7M as of its most recent fiscal year ending March 31, 2022. Our full financial statements of quarterly and annual audited financials can be viewed at <http://www.eplus.com/investors/financial-reporting/annual-reports> or [www.sec.gov](http://www.sec.gov).

**PLUS**  
Nasdaq Listed

## Locations

### National Headquarters

ePlus Technology, inc.  
13595 Dulles Technology Drive  
Herndon, VA 20171  
Phone: 703-984-8400  
Fax: 703-984-8600  
[www.eplus.com](http://www.eplus.com)  
[List of all ePlus Locations/Offices](#)



## Partnerships and Expertise

Our customers benefit from our deep collaborative partnerships with leading technology providers, enabling us to create solutions that connect the dots between IT investments and business outcomes so technology means more, and does more, for them. ePlus maintains deep partnerships with top manufacturers, including Arista, AWS, Check Point, Cisco, Dell Technologies, F5, Fortinet, Gigamon, HP, HPE, Intel, Juniper Networks, Lenovo, Microsoft, NetApp, Nutanix, Nvidia, Palo Alto Networks, Pure Storage, Rubrik, Splunk, and VMware—many who look to us for their own technology needs.

**ePlus. Where Technology Means More.®**

## ePlus Awards and Accreditations

### Awards

#### 2022

Cisco Social Impact Partner of the Year Award for the Americas  
 CRN® 2022 Solution Provider 500  
 CRN® 2022 Managed Service Provider (MSP) 500 Elite 150  
 CRN® 2022 Tech Elite 250  
 Dell Technologies North America Channel Services Delivery Excellence Partner of the Year  
 Dell Technologies Server Excellence Partner of the Year  
 Gigamon Americas Partner of the Year  
 Juniper 2022 Icon Award  
 Pure Storage Customer Advocacy Partner of the Year



#### 2021

Cisco Social Impact Partner of the Year Award for the Americas  
 CRN® 2021 Solution Provider 500 list  
 CRN® 2021 Managed Service Provider (MSP) 500 Elite 150  
 CRN® 2021 Tech Elite 250  
 Comparably 2021: Best Sales Team, Best Places to Work in Greater Washington DC Area,  
 Best CEO for Women



#### 2020

CRN® 2020 Solution Provider 500 list  
 CRN® 2020 Managed Service Provider (MSP) 500 Elite 150  
 CRN® Tech Elite 250  
 Checkpoint Americas Cloud Partner of the Year  
 Cisco Americas Technology Excellence Partner of the Year: Data Center  
 Cisco Software Partner of the Year, East Region  
 Cisco Commercial Partner of the Year, East Region  
 Comparably 2020:

- Best CEO
- Best Work-Life Balance
- Best CEO for Women

Equinix Americas New Partner of the Year  
 Juniper Networks Americas National Partner of the Year  
 Juniper Networks Security Partner of the Year

NetApp Public Sector Innovation Award  
 NetApp Cloud First Partner of the Year  
 NetAppFlash Growth Partner of the Year  
 Vertiv 2020 SLED Partner of the Year  
 Elaine Marion, Public Company CFO of the Year

- 2020 Greater Washington Technology CFO Awards by NVTC



### Accreditations

AICPA SSAE Type 2 SOC 1  
 AICPA SSAE Type 2 SOC 1

OneSource Family of Software Products  
 Managed Services Center



AICPA SSAE Type 2 SOC 1  
 AICPA SSAE Type 2 SOC 2  
 HIPAA and HITECH  
 ISO9001 QMS  
 PCI DSS

Service Desk  
 Cloud Hosted Services  
 Cloud Hosted Services  
 Warehouse Operations  
 Managed Services Center



## Advanced Authorizations and Staff Certifications

Strategic alliances with the industry’s leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

### Amazon Web Services



- + Advanced Consulting Partner
- + Public Sector Partner
- + Solution Provider Partner
- + Immersion Day Partner
- + AWS Marketplace CPPO Partner
- + Storage Competency
- + Windows on EC2 Delivery Partner

### Dell Technologies: Titanium Solution Provider



#### Portfolio and Solution Competencies:

- + Core Client
- + Server
- + Storage
- + Networking
- + Data Protection

### Check Point



- + 4 Star Partner
- + ASCP(EMS) Certified
- + Harmony Specialization

### Fortinet



#### Expert Partner Level

- + SD-WAN Specialization
- + Cloud Business Model Certified
- + Integration Business Model Certified

### Cisco: Gold Level Partner



#### Master Specializations

- + Master Data Center and Hybrid Cloud Specialization
- + Master Collaboration Specialization
- + Master Networking Specialization
- + Master Security Specialization

### HP Inc. Amplify Partner Program



#### Power Partner

### Hewlett Packard Enterprise Platinum Level Partner



#### Hybrid IT (Server/Storage)

- + HPE Partner Ready: Solution Provider – Platinum Partner
- + HPE Partner Ready: Services Partner – Gold

#### Edge (Aruba/Networking)

- + HPE Partner Ready for Networking: Solution Provider – Platinum Partner
- + Silver Peak Partner Edge Program: Platinum Partner

### Intel

- + Intel Partner Alliance Program: Titanium Partner

### Advanced Specializations

- + Advanced Collaboration Architecture Specialization
- + Advanced Customer Experience Specialization
- + Advanced Data Center Architecture Specialization
- + Advanced Unified Contact Center Enterprise Specialization
- + Advanced SP Architecture Specialization
- + Advanced Security Architecture Specialization
- + Cisco Webex Calling with Calling Plan
- + Cisco Hyperflex Specialization
- + Cisco IoT Specialization
- + Cisco Webex Contact Center Specialization

**Juniper Networks**

Elite Partner



**Microsoft**

Gold Level Partner

- + Cloud Solutions Provider
- + Gold Application Integration
- + Gold Data Center
- + Gold Cloud Platform
- + Gold Cloud Productivity
- + Gold Windows and Devices



**NetApp**

Solution Specializations

- + FlexPod Specialized

Implementation Services Certified

- + E-Series
- + HCI
- + ONTAP

Integration Services Certified

- + E-Series
- + ONTAP
- + ONTAP SAN

NetApp Keystone Sell-with

Professional Services Certified

- + ONTAP SAN

Support Services Certified



**NUTANIX**

Pioneer Level Partner



**NVIDIA**

Accelerated Partner



**Palo Alto**

Diamond Innovator Partner Level  
SASE Specialization Partner



**Pure Storage**

Elite Partner

Service Delivery Partner (Managed Service Provider)



**VMware**

Principal Partner

- + Data Center Master Services Competency
- + Networking Master Services Competency
- + VMware Cloud on AWS Master Services Competency
- + Data Center Virtualization
- Transform Networking and Security
- + Empower Digital Workspace
- Cloud Management and Automation
- + Cloud Provider
- + Cloud Native



ARISTA



Gigamon

Lenovo

netskope

NUTANIX

okta

proofpoint

Qumulo

splunk

tenable


THALES


VARONIS


VEEAM


## The ePlus Difference


ePlus goes above and beyond to deliver the insightful strategies and innovative solutions our customers need to elevate their business. We bring deep expertise that spans the entire IT lifecycle and every critical discipline along with an unwavering commitment to the customer experience, enabling organizations to navigate challenging situations and achieve consistent results, faster. Positioned squarely at the forefront of today's most transformative technologies, **ePlus helps organizations imagine, implement, and achieve more from technology.**


 **CLOUD** - Create customized roadmaps, then design, implement, service, and support organizations on their journey to adopt private, hybrid, and public cloud services. ePlus helps customers address today's multi-cloud requirements surrounding security, compliance, cost optimization, visibility, and connectivity by helping them build and manage a cloud-enabled enterprise foundation.


 **SECURITY** - Deliver custom cybersecurity programs built upon strong culture and integrated technology, aimed at defining and mitigating business risk, identifying business challenges and creating safer environments to achieve positive business outcomes.

 **DATA CENTER** – Design and support all data center needs, including compute, virtualization, hyper converged, storage, and back up and disaster recovery solutions.

 **NETWORKING** - Fully support automation and modernization of the network by optimizing access, connectivity, and security across on-premise, cloud, and hybrid environments, including multi-cloud/SDN, mobility/wireless, SD-WAN, and service provider networking.

 **COLLABORATION** – Foster effective communication—within internal teams and with customers—through voice and video calling, real-time messaging and meetings, video conferencing, and contact center solutions deployed on-premise or in the cloud.

 **SERVICES** - Apply a unique outcomes-focused perspective to help organizations strategize for more agility, architect for better outcomes, accelerate for faster ROI, and optimize for greater resiliency—guiding them to a more modern, secure digital business.

 **FINANCING AND CONSUMPTION MODELS** - Enable technology acquisitions with cost predictability and contract flexibility. Accelerate transformations by aligning costs with demand using custom consumption programs.



## Non-GAAP Financial Information

	Year Ended March 31,					TTM Ended June 30,	
	2022	2021	2020	2019	2018	2022	2021
Technology segment net sales [1]	\$ 1,733,036	\$ 1,507,954	\$ 1,530,138	\$ 1,329,520	\$ 1,372,765	\$ 1,781,463	\$ 1,567,088
Costs incurred related to sales of third-party maintenance, software assurance and subscription/SaaS licenses, and services	887,578	755,911	697,747	589,475	526,920	908,087	783,390
Adjusted gross billings	<u>\$ 2,620,614</u>	<u>\$ 2,263,865</u>	<u>\$ 2,227,885</u>	<u>\$ 1,918,995</u>	<u>\$ 1,899,685</u>	<u>\$ 2,689,550</u>	<u>\$ 2,350,478</u>
Net earnings	\$ 105,600	\$ 74,397	\$ 69,082	\$ 63,192	\$ 55,122	\$ 104,421	\$ 80,555
Provision for income taxes	41,284	32,509	26,877	23,038	28,769	40,918	33,831
Depreciation and amortization [2]	14,646	13,951	14,156	11,824	9,921	13,930	14,361
Share based compensation	7,114	7,167	7,954	7,244	6,464	7,152	6,995
Acquisition and integration expense	-	271	1,676	1,813	2,150	-	242
Interest and financing costs [3]	928	521	294	-	-	907	415
Other (income) expense [4]	432	(571)	(680)	(6,696)	348	2,708	(596)
Adjusted EBITDA	<u>\$ 170,004</u>	<u>\$ 128,245</u>	<u>\$ 119,359</u>	<u>\$ 100,415</u>	<u>\$ 102,774</u>	<u>\$ 170,036</u>	<u>\$ 135,803</u>
Adjusted EBITDA margin	<u>9.3%</u>	<u>8.2%</u>	<u>7.5%</u>	<u>7.3%</u>	<u>7.2%</u>	<u>9.1%</u>	<u>8.3%</u>

[1] Amounts for fiscal year 2018 have been adjusted to reflect the adoption of Accounting Standards Codification Topic 606, Revenue from Contracts with Customers.

[2] Amount excludes depreciation related to the financing segment.

[3] Amount excludes interest on notes payable from our financing segment.

[4] Other income, interest income, and foreign currency transaction gains and losses.

**H. PROPOSER CHECKLIST**

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

Section	Form / Document Description	Exhibit No.	Initial
RFP C.1	Cover Letter	--	DWM
RFP C.2	Executive Summary	--	DWM
RFP C.3	Proposer's Qualifications and Experience	--	DWM
RFP C.4	Response to Project Requirements	--	DWM
RFP C.5	Proposed Project Cost	--	DWM
RFP D.1	Non-Collusion Affidavit ( <u>Must be Notarized</u> )	Exhibit E.1	DWM
RFP D.2	CRO Questionnaire	Exhibit E.2a	DWM
RFP D.2	CRO Pledge of Compliance	Exhibit E.2b	DWM
RFP D.3	Certification Regarding Compliance with the Americans with Disabilities (ADA) Form	Exhibit E.3	DWM
RFP D.4	Certification of Compliance with Child Support Obligations Form	Exhibit E.4	DWM
RFP D.5	City of Los Angeles Contract History Form	Exhibit E.5	DWM
RFP D.6	City of Los Angeles Residence Information Form	Exhibit E.6	DWM
RFP D.7	CEC Form 50	Exhibit E.7	DWM
RFP D.8	CEC Form 55	Exhibit E.8	DWM
RFP D.9	Iran Contracting Act of 2010 Affidavit (If Applicable)	Exhibit E.9	DWM
RFP D.10	Equal Benefits Ordinance and/ First Source Hiring Ordinance – Online Submission	Exhibit E.10	DWM
RFP D.11	Disclosure Ordinance – Online Submission	Exhibit E.11	DWM
RFP D.12	Business Inclusion Program (BIP) Walkthrough Manual - (WAIVED, NOT APPLICABLE FOR THIS RFP)	Exhibit E.12	N/A
RFP D.13	Local Business Preference Program	Exhibit E.13a	N/A
RFP D.13	Local Business Preference Program (LBPP) Certification Information (If Applicable)	Exhibit E.13b	N/A

Section	Form / Document Description	Exhibit No.	Initial
RFP D.14	Living Wage Ordinance - Employee Information form (Form LW-6)	Exhibit E.14a*	DWM
RFP D.14	Living Wage Ordinance - Subcontractor Information Form (Form LW-18)	Exhibit E.14b	N/A
RFP D.14	Living Wage Ordinance - Exemption Application (Form LW-10) – If applying for exemption	Exhibit E.14c	N/A
RFP D.14	Living Wage Ordinance - Small Business Exemption Application (Form LW-26) – If applying for exemption	Exhibit E.14d	N/A
RFP D.14	Living Wage Ordinance - 501(c)(3) Non-Profit Exemption Application (Form OCC/LW-28) – If applying for exemption	Exhibit E.14e	N/A
RFP D.14	Living Wage Ordinance - Non-Coverage Determination Application (Form OCC/LW29) – If applying for exemption	Exhibit E.14f	N/A

\*Exhibit E.14 will be submitted pending award.

**DECLARATION OF NON-COLLUSION**

**GENERAL**

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

**DECLARATION OF NON-COLLUSION**

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

**SIGNATURES**

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

Executed at: Herndon, Virginia on 03/09/2023  
(City) / (State) (Date)

Firm Name: ePlus Technology, inc.

Telephone No.: 703-984-8400

Address: 13595 Dulles Technology Drive, Herndon, VA 20171

Signature: 

Title: Senior VP

**NOTARIZATION**

Declaration must be sworn to and notarized below:

County of Fairfax

State of Virginia

Subscribed and sworn this 6 day of March 2023

Signature 



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

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

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

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

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

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

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

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

**B. BUSINESS ORGANIZATION / STRUCTURE**

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

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

List the corporation's current officers.

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

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

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

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

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

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

List all partners in your firm.

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

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

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

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

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

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

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

**C. OWNERSHIP AND NAME CHANGES**

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

Yes  No

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

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

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

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

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

3. Has your firm changed names in the past five years?

Yes  No

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

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

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?

Yes  No

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

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

#### D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

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

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

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

Yes  No

If **Yes**, explain the circumstances.

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

**E. PERFORMANCE HISTORY**

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

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

Yes  No

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

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

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

Yes  No

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

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

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

Yes  No

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

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

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

Yes  No

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

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

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

Yes  No

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

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

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

Yes  No

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

**F. DISPUTES**

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

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

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

Yes  No

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

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

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

Yes  No

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

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

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

Yes  No

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

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

**G. COMPLIANCE**

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

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

Yes  No

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

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

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

**Yes**  **No**

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

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

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

**Yes**  **No**

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

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

**H. BUSINESS INTEGRITY**

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

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

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

**Yes**  **No**

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

**Yes**  **No**

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

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

Yes  No

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

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

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

Yes  No

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

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

**TERMS OF ACCEPTANCE AND SIGNATURE:**

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

**Electronic Signature:**

*Don McLaughlin*

Signature

Date

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

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

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

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

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

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

**Federal Department of Justice**

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

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

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

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

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

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

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

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

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

**California Department of Consumer Affairs**

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

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

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

**OTHERS**

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

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

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

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

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

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

---

Company Name, Address and Phone Number

*Don McLaughlin*

---

Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract Number

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

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

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

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

CONTRACTOR: ePlus Technology, inc.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*Don McLaughlin*  
SIGNATURE

03/09/2023  
DATE

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that ePlus Technology, inc. will:
Name of Business

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

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

Herndon, Fairfax, Virginia
City/County/State

03/09/2023
Date

ePlus Technology, inc. 13595 Dulles Technology Drive, Herndon, VA 20171

Name of Business Address

Don McLaughlin Don McLaughlin
Signature of Authorized Officer or Representative Print Name

Senior VP 703-984-8400
Title Telephone Number

## CITY OF LOS ANGELES CONTRACT HISTORY

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

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

Department with which Contract Held	Contract Dates	Services / Goods Provided	Contract Amount	Contract Number
LAPL	12/15/2022	NetScaler Upgrade	\$6,870.00	#23601013
LAPL	12/20/2022	Citrix Database	\$15,130.00	#23601014
LAPL	05/19/2022	HP Router Replacement	\$9,860.00	#22304012
LAPL	06/23/2022	Palo Alto Firewall	\$40,000.00	#LR212709
LAPL	08/13/2021	Bulk Services Agreement	\$10,000.00	#20601003

ePlus Technology, inc.  
Name of Organization

*Don McLaughlin*  
Signature

Don McLaughlin  
Print Name

Senior VP  
Title

03/09/2023  
Date

## CITY OF LOS ANGELES

### LOS ANGELES RESIDENCE INFORMATION

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

Organization: ePlus Technology, inc.

I. Corporate or Main Office Address

13595 Dulles Technology Drive

Herndon, VA 20171

\_\_\_\_\_

II. Total Number of Employees in Organization: 1,500+

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

55\* and <1 %

\*ePlus has 100+ employees residing in the County of Los Angeles.

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

Original Filing       Amendment: Date of Signed Original 10/10/2013 Date of Last Amendment 10/23/2019

Reference Number (Bid, Contract, or RAMP) <b>44-031</b>	Awarding Authority (Department awarding the contract) <b>The Los Angeles Public Library</b>
Bidder Name <b>ePlus Technology, inc.</b>	
Address <b>13595 Dulles Technology Drive, Herndon, VA 20171</b>	
Email Address <b>info@eplus.com</b>	Phone Number <b>703-984-8400</b>

## Certification

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

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

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

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

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

**Don McLaughlin**

Name

*Don McLaughlin*

Signature

**Senior VP**

Title

**03/09/2023**

Date

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

Original Filing       Amendment: Date of Signed Original 10/10/2013 Date of Last Amendment 10/23/2019

Reference Number (Bid, Contract, or RAMP): 44-031 Date Bid Submitted: 03/09/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**Network Core Switch and Router Replacement at the Central Library**

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

Bidder Name: ePlus Technology, inc.

Bidder Address: 13595 Dulles Technology Drive, Herndon, VA 20171

Bidder Email Address: info@eplus.com Bidder Phone Number: 703-984-8400

## Schedule Summary

Please complete all three of the following:

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

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

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

Don McLaughlin

Name

Senior VP

Title

Don McLaughlin

Signature

03/09/2023

Date

## Schedule A - Bidder's Principals

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

Name: Mark P. Marron Title: CEO  
 Address: 13595 Dulles Technology Drive, Herndon, VA 20171

Name: Darren S. Raiguel Title: COO/President  
 Address: 13595 Dulles Technology Drive, Herndon, VA 20171

Name: Elaine D. Marion Title: CFO  
 Address: 13595 Dulles Technology Drive, Herndon, VA 20171

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: For additional Principals, please see <https://www.eplus.com/about-us/leadership>

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Check this box if additional Schedule A pages are attached.

# **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

## **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<b>Vendor Name/Financial Institution (printed)</b> ePlus Technology, inc.		<b>BTRC (or n/a)</b> SRZ OHB 97-955982
<b>By (Authorized Signature)</b> <i>Don McLaughlin</i>		
<b>Print Name and Title of Person Signing</b> Don McLaughlin - Senior VP		
<b>Date Executed</b> 03/09/2023	<b>City Approval (Signature)</b>	<b>(Print Name)</b>

## **OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<b>Vendor Name/Financial Institution (printed)</b>		<b>BTRC (or n/a)</b>
<b>By (Authorized Signature)</b>		
<b>Print Name and Title of Person Signing</b>		
<b>Date Executed</b>	<b>City Approval (Signature)</b>	<b>(Print Name)</b>



**Customer Name:** LOS ANGELES PUBLIC LIBRARY

**Quote No:** 22939365

**Quote Name:**

**Quotation Date:** 03/01/2023

**Sales Support Contact:** Alison Leaver

**Sales Support Phone:** 719-208-3428

**Sales Support Email:** aleaver@eplus.com

**Account Executive:** Brian Kochanowicz

**Account Executive Phone:**

**Account Executive Email:** bkochanowicz@eplus.com

**Customer PO No:**

**Order No:**

**Expiration Date:** 03/31/2023

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

**External Notes:** ePlus works with our customers to follow either a BEAR or discount billing (SPI) process for their E-Rate eligible purchases. All School and Library Division (E-Rate) program approvals for the specific items being purchased through the program must be in place before we will process an order leveraging discount billing (SPI). For the BEAR process, applicants will process an order to ePlus under standard net terms for the entire amount and file a BEAR upon potential future approval by E-Rate. This proposal is valid for E-Rate Funding Year 2023 with contract term dates of 04/01/2023 - 09/30/2024. In order for customers to leverage E-Rate-based pricing from most manufacturers, the customer must select ePlus (SPIN 143006553) on their E-Rate Form 471, prior to the processing of an order.

By issuing a purchase order for the entire amount of the quote(s) and/or Statement of Work, customer agrees to utilize the BEAR (FCC Form 472) method for invoicing via USAC. ePlus will process this purchase order as a standard net 30 order. There will be no option for discount billing on each FRN; or for cancellation/return(s) beyond what is normally allowable via manufacturer rules, regardless of final committed amount from USAC.

Customer's signature below or issuance of a purchase order in connection with this quote shall be deemed the Customer's acceptance of the foregoing terms.

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	ASR1009-X	CISCO	CISCO ASR1009-X CHASSIS	1	10,007.21	10,007.21
002	CON-SNTP-ASR9XTBU	CISCO	SMARTNET 24X7X4 CISCO ASR1009-X CHASSIS	1	1,550.34	1,550.34
003	ASR1K-WAN-AGGR	CISCO	ASR1K-WAN AGGREGATION WITH OR WITHOUT CRYPTO - TRAC KING ONLY	1	0.00	0.00
004	ASR1000X-FAN	CISCO	CISCO ASR1000-X FAN MODULE	3	0.00	0.00
005	ASR1000-ESP200-X	CISCO	CISCO ASR1000 EMBEDDED SERVICES PROCESSOR X, 200G	2	60,682.00	121,364.00
006	CON-SNTP-ASR100EX	CISCO	SNTP-24X7X4 CISCO ASR1000 EMBEDD	2	7,321.38	14,642.76
007	ASR1013-ESP-BAFFL	CISCO	ESP EXPANSION SLOT FILLER PLATE FOR ASR1013	2	0.00	0.00
008	ASR1KX-PWR-BLANK	CISCO	BLANK COVER FOR ASR1000 X CHASSIS POWER SUPPLY	4	0.00	0.00
009	ASR1000-RP3	CISCO	CISCO ASR1000 ROUTE PROCESSOR 3	1	15,566.77	15,566.77
010	CON-SNTP-ASR100RA	CISCO	SNTP-24X7X4 CISCO ASR1000 ROUTE	1	2,411.64	2,411.64

011	M-ASR1K-RP3-8GB	CISCO	CISCO ASR1000 RP3 8GB (2X4GB)	1	0.00	0.00
012	SA1KRPUK9-173	CISCO	CISCO ASR 1000 RP2/RP3 UNIVERSAL	1	0.00	0.00
013	SLASR1-AES	CISCO	CISCO ASR 1000 ADVANCED ENTERPRISE SERVICES LICENS E	1	10,063.35	10,063.35
014	CON-SNTP-SLASR1AM	CISCO	SNTC-24X7X4 CISCO ASR 1000 ADVANCED ENTERPRISE SER	1	686.40	686.40
015	M-ASR1K-SSD-100GB	CISCO	CISCO ASR1000 RP3 100GB SSD	1	0.00	0.00
016	ASR1000-RP3	CISCO	CISCO ASR1000 ROUTE PROCESSOR 3	1	15,566.77	15,566.77
017	CON-SNTP-ASR100RA	CISCO	SNTC-24X7X4 CISCO ASR1000 ROUTE	1	2,411.64	2,411.64
018	M-ASR1K-RP3-8GB	CISCO	CISCO ASR1000 RP3 8GB (2X4GB)	1	0.00	0.00
019	M-ASR1K-SSD-100GB	CISCO	CISCO ASR1000 RP3 100GB SSD	1	0.00	0.00
020	ASR1000-MIP100	CISCO	ASR1000 100G MODULAR INTERFACE PROCESSOR	1	6,671.47	6,671.47
021	CON-SNTP-ASR1000M	CISCO	SNTC-24X7X4 ASR1000 100G MODULAR	1	1,033.56	1,033.56
022	EPA-2X40GE	CISCO	ASR1000 2X40GE EPA	2	30,577.58	61,155.16
023	CON-SNTP-EPA24GE0	CISCO	SNTC-24X7X4 ASR1000 2X40GE EPA	2	4,737.48	9,474.96
024	ASR1KX-AC-1100W-D	CISCO	CISCO ASR1000-X 1100W AC DEFAULT POWER SUPPLY	2	0.00	0.00
025	QSFP-40G-SR-BD	CISCO	QSFP40G BIDI SHORT-REACH TRANSCEIVER	4	512.48	2,049.92
026	ASR1000-MIP100	CISCO	ASR1000 100G MODULAR INTERFACE PROCESSOR	1	6,671.47	6,671.47
027	CON-SNTP-ASR1000M	CISCO	SNTC-24X7X4 ASR1000 100G MODULAR	1	1,205.82	1,205.82
028	EPA-QSFP-1X100GE	CISCO	ASR1000 1X100GE QSFP ETHERNET PORT ADAPTER	1	33,357.36	33,357.36
029	CON-SNTP-EPAQSFPE	CISCO	SNTC-24X7X4 ASR1000 1X100GE QSFP ETHERNET PORT ADA PT	1	5,167.80	5,167.80
030	QSFP-100G-SR4-S	CISCO	100GBASE SR4 QSFP TRANSCEIVER, MPO, 100M OVER OM4 MMF	1	755.16	755.16
031	EPA-10X10GE	CISCO	ASR1000 10X10GE ETHERNET PORT ADAPTER	1	27,797.80	27,797.80

032	CON-SNTP-EPA10X1P	CISCO	SNTC-24X7X4 ASR1000 10X10GE ETHERNET PORT ADAPTER	1	4,306.50	4,306.50
033	ASR1000-MIP100	CISCO	ASR1000 100G MODULAR INTERFACE PROCESSOR	1	6,671.47	6,671.47
034	CON-SNTP-ASR1000M	CISCO	SNTC-24X7X4 ASR1000 100G MODULAR	1	1,033.56	1,033.56
035	EPA-BLANK	CISCO	ETHERNET PORT ADAPTER (EPA) BLANK COVER	1	0.00	0.00
036	EPA-QSFP-1X100GE	CISCO	ASR1000 1X100GE QSFP ETHERNET PORT ADAPTER	1	40,454.67	40,454.67
037	CON-SNTP-EPAQSFP	CISCO	SNTC-24X7X4 ASR1000 1X100GE QSFP ETHERNET PORT ADA PT	1	5,167.80	5,167.80
038	QSFP-100G-SR4-S	CISCO	100GBASE SR4 QSFP TRANSCEIVER, MPO, 100M OVER OM4 MMF	1	755.16	755.16
039	CAB-L620P-C13-US	CISCO	POWER CORD, 250VAC, 15A, NEMA L6-20 TO C13, US	2	0.00	0.00
040	N9K-C9508	CISCO	NEXUS 9508 CHASSIS WITH 8 LINECARD SLOTS	2	13,220.84	26,441.68
041	CON-SNTP-N9508	CISCO	SNTC-24X7X4 NEXUS 9508 CHASSIS W	2	15,851.13	31,702.26
042	MODE-NXOS	CISCO	DUMMY PID FOR MODE SELECTION	2	0.00	0.00
043	N9K-SC-A	CISCO	SYSTEM CONTROLLER FOR NEXUS 9500	4	0.00	0.00
044	N9K-C9508-FM-E2	CISCO	FABRIC MODULE FOR N9508 WITH 100G SUPPORT, ACI AND NX-OS	8	14,663.85	117,310.80
045	N9K-C9500-RMK	CISCO	NEXUS 9500 RACK MOUNT KIT	2	0.00	0.00
046	N9K-C9500-ACK	CISCO	NEXUS 9500 ACCESSORY KIT	2	0.00	0.00
047	N9K-PAC-3000W-B	CISCO	NEXUS 9500 3000W AC PS, PORT-SIDE INTAKE	12	1,862.08	22,344.96
048	CAB-AC-C6K-TWLK	CISCO	POWER CORD, 250VAC 16A, TWIST LOCK NEMA L6-20 PLUG , US	12	0.00	0.00
049	N9K-C9508-FAN	CISCO	FAN TRAY FOR NEXUS 9508 CHASSIS, PORT-SIDE INTAKE	6	0.00	0.00
050	N9K-C9500-LC-CV	CISCO	NEXUS 9500 LINECARD SLOT COVER	6	0.00	0.00
051	N9K-C9500-P-CV	CISCO	NEXUS 9500 POWER SUPPLY SLOT COVER	4	0.00	0.00
052	N9K-C9508-FM-CV	CISCO	NEXUS 9508 FABRIC MODULE SLOT COVER	4	0.00	0.00

053	NXOS-AD-M8-16	CISCO	NX-OS ADVANTAGE LICENSE FOR MODULAR PLATFORMS SLOT 8-16	2	44,028.53	88,057.06
054	CON-ECMU-NXOSADM8	CISCO	SWSS UPGRADES NX-OS ADVANTAGE LICENSE FOR MODULAR PLAT	2	8,340.42	16,680.84
055	N9K-SUP-B+	CISCO	SUPERVISOR B+ FOR NEXUS 9500	2	12,413.84	24,827.68
056	N9K-SUP-B+	CISCO	SUPERVISOR B+ FOR NEXUS 9500	2	12,413.84	24,827.68
057	N9K-X9736C-EX	CISCO	NEXUS 9500 36P 100G NX-OS AGG & SPINE LINE CARD	2	44,682.30	89,364.60
058	N9K-X9788TC-FX	CISCO	NEXUS 9500 48P 1/10GBASET AND 4P 100G LINE CARD	2	12,910.39	25,820.78
059	N9K-X97160YC-EX	CISCO	NEXUS 9500 NX-OS LINECARD, 48P 10G/25G WITH 4P 100 G QSFP28	6	12,910.39	77,462.34
060	NXOS-CS-10.3.1F	CISCO	NEXUS 9300, 9500, 9800 NX-OS SW 10.3.1 (64BIT) CIS CO SILICON	2	0.00	0.00
061	C1-SUBS-OPTOUT	CISCO	OPT OUT PID FOR ACI ADV SUBSCRIPTION USE	2	0.00	0.00
062	PROFESSIONAL SERVICES	EPLUS	SEE CORRESPONDING SOW	1	75,799.00	75,799.00

<b>Totals</b>						1,028,640.20
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	<b>Sub Total (USD):</b>	<b>1,028,640.20</b>
	<b>Est. Tax (USD):</b>	<b>72,930.59</b>
	<b>Shp&amp;Hnd (USD):</b>	<b>0.00</b>
	<b>Total (USD):</b>	<b>1,101,570.79</b>

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at [www.ePlus.com](http://www.ePlus.com) govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or [leasing@eplus.com](mailto:leasing@eplus.com) to receive a lease quote today.

Customer Acceptance	Bill To	Ship To
Signature: _____	LOS ANGELES PUBLIC LIBRARY	LOS ANGELES PUBLIC LIBRARY
Name: _____	630 W 5TH ST	
Title: _____		
Date: _____	LOS ANGELES CA 90071	UNITED STATES
Customer PO #: _____	UNITED STATES	
	ATTN ANDY VUONG	



Statement of work for  
Network Core Switch and  
Router Replacement at  
Central Library

**Los Angeles Public Library**

E-Rate Funding Year 2023

Form 470# 230019782

3/9/23

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**ePlus Account Team**

Brian Kochanowicz: Sr Account Executive

Henry Dinh: Sr Solutions Architect

**Please Note:** This document is not an official ePlus Statement of Work or a legally binding contract. The purpose of this document is to provide budgetary labor pricing with a high-level review of the level of effort for the customer's reference, and is subject to change based on final agreement between ePlus and customer. An official ePlus Statement of Work will need to be signed by both the customer and ePlus to constitute a formal project.



## Additional Details

### Los Angeles Public Library – E-Rate FY2023- High Level Scope

#### Details & Notes Executive Summary

The Customer has engaged ePlus to provide professional engineering services to replace two network core switches and one main router at the Central Library.

The Central Library is located at 630 W. 5<sup>th</sup> St. Los Angeles CA 90071.

The solution implemented by ePlus will minimize down time and provide network high availability within the Central Library Data Center network environment, as well as network connectivity to remote 73 libraries locations.

The solution implemented by ePlus will be configured like-for-like. Compatible features from Customer's existing network environment will be replicated on new equipment.

### Project Scope

#### Detailed Description of Services

---

The project will be executed in the phases below:

- Preparation and planning.
- Network discovery and audit.
- Network design.
- Equipment installation and cabling.
- Initial equipment power-on verification.
- Initial equipment configuration.
- Pre-migration preparation.
- Migration Cutover.
- Post migration Day-1 support.
- Over-The-Shoulder training
- Provide final network documentation.

Project management is included for the project duration.

ePlus will work jointly with Customer to develop additional tasks as required with Customer's approval.

#### New Equipment List

New equipment list covered as part of the implementation,

- Quantity 1 – Cisco ASR1009 router
- Quantity 2 – Cisco Nexus C9508 switches

### Preparation and Planning

Tasks included for this phase,

- Project kick-off meeting
  - Introduce project team, roles, and responsibilities.
  - Review project objectives and scope of work.
  - Review equipment list and prerequisites.
  - Discuss project milestones and deliverables.
    - Identify acceptance criteria for project milestones.
    - Review delivery method and acceptance criteria for deliverables
  - Review high level task list and discuss tasks that can be done onsite vs remote.
  - Identify critical project deadlines.
  - Identify and secure critical dependencies/constraints, which may include:
    - Resource availability
    - Equipment availability
    - Work blackout dates
  - Review Infrastructure requirements (power, cooling, rack space, and cabling)
  - Discuss Customer Acceptance test plan.
  - Discuss Customer maintenance windows.
  - Review project change management procedures.
  - Develop a plan for key or regularly scheduled Customer project meetings, which may include:
    - Schedule design meeting(s)
    - Schedule project status meeting(s) and frequency
  - Provide project updates during scheduled project status meeting(s).

### Network Discovery and Audit

Tasks included for this phase,

- Review Customer's provided network documentation such as network drawings, design, topology
- Perform online audit of the equipment to be replaced with regards to,
  - Equipment type, model
  - Layer-1 physical connectivity
    - Physical network interfaces
    - Cabling and fiber optics transceivers
    - Network connectivity for direct attached devices
  - Layer-2 VLANs
    - VTP domain, trunking, logical interfaces
    - VLANs assignment and port mapping
    - Applicable spanning-tree priorities, port channels
  - Layer-3 Routing
    - Applied to applicable routing protocols in used,
      - IP Addressing interface assignments, subnets,
      - Static routes
      - Dynamic routing protocols
        - EIGRP, OSPF, BGP
      - First Hop Redundancy protocols
        - HSRP, VRRP, GLBP
      - Route redistribution policies
  - Applicable Access-list policies in used.
  - Applicable other Cisco IOS features and services in used such as,
    - DHCP



- Multicast
- QoS
- System management such as
  - Logging
  - NTP
  - SNMP
  - SSH, Telnet
- Compare and validate equipment inventory currently in used with new equipment list to be implemented.

### **Network Design**

Tasks included for this phase,

- Create new network topology drawing to match existing network environment.
- Create new port mapping to be used with new equipment list.
- Provide outline summary to match,
  - Layer-1 physical network connectivity
  - Layer-2 logical VLANs assignment
  - Layer-2 IP routing areas identification
  - Access-policies
  - Other Cisco IOS features and system management specific configuration options.

### **Equipment Installation and Cabling**

Tasks included for this phase,

- Review and confirm facility preparation is ready for installation,
  - Power, Rack space, Cables, Fiber optics
- Physical rack and stack equipment
- Connect cables and fiber optics as per the design.

Equipment to be installed as standalone not connected to production network.

### **Initial Equipment Power on Verification**

Tasks included for this phase,

- Power on equipment and perform hardware and software check.
- Perform software upgrade, if required.

### **Initial Equipment Configuration**

Tasks included for this phase,

- Configure basic system management.
- Configure Interface IP address, subnets assignments.
- Configure Layer-2 VLANs.
- Configure and activate Layer-3 routing protocols.
- Configure IP routing distribution.
- Configure Cisco IOS features and services.
- Verify network connectivity.

Tasks are to be in a standalone not connected to production network.

**Pre-Migration Preparation**

Tasks included for this phase,

- Discuss and work jointly with Customer to create the following,
  - User's Acceptance Test Plan.
  - Network cutover migration step-by-step plan.
  - Review Change maintenance windows and duration.
  - Review facility access preparation.
  - Back-out procedure to be used as contingency.
  - Discuss and review escalation procedure to be used as contingency.
  - Discuss and Review Cisco and other manufacturers escalation support to be used as contingency.

**Migration Cutover**

Tasks included for this phase,

- Perform the cutover using the Step-by-Step migration.
- Test network connectivity.
- Verify traffic flows.
- Assist Customer with production acceptance testing.

**Change Maintenance Windows**

Change maintenance windows estimate as follows:

- 1 change maintenance window for ASR1009 cutover - 4 hours
- 1 change maintenance window for Nexus 9508 cutover – 4 hours

**Post Migration (Day-1 Support)**

This task is to be used the day after successful migration cutover.

- Provide on-site day-1 support,
  - Up to 8 hours for ASR1009 migration
  - Up to 8 hours for Nexus N9508 migration

**Over-The Shoulder Training**

To be used within 5 business days of successful migration cutover,

- Up to 4 hours of network configuration and administration training of ASR1009 router.
- Up to 4 hours of network configuration and administration training for Nexus 9508 switches.

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**Deliverables**

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ePlus will provide the following deliverables,

- Network drawing – Visio format  
To include high-level network topology showing host name, model, management IP address, key interface name, number and IP address, key physical network connectivity between configured devices.
- VLAN, Interface Port Mapping – Excel sheet
- Final completed device IOS, NXOS configuration files – Text format



### Proposed Price

TITLE:	DESCRIPTION:	AMOUNT:
Professional Services	Services Estimate	\$75,799.00

### Customer Responsibilities

#### General Responsibilities

During the course of this project, ePlus will require the support of Customer staff and computing resources. If the required Customer resources cannot be made available, the scope of the Services, estimated schedule or both may be affected. Customer agrees to provide the following:

- A work area suitable for the tasks to be performed and any required software or documentation.
- If Customer directly procures any hardware or software required for this project, Customer agrees to provide the hardware, software and any accompanying support documentation or instructions.
- Ensure sufficient rack space, power, electric, cooling, etc. for new hardware is in place prior to implementation
  - **Note:** The Customer is responsible for moving existing equipment within a rack to make sufficient space for new hardware. ePlus resources are not responsible for moving existing equipment during the physical installation of new hardware.
- Customer is responsible for the removal and disposal of hardware being replaced as part of this project.
- Provide location for disposal of packing materials. ePlus will dispose of debris (cardboard, plastic, wood skids, Styrofoam and other miscellaneous packing materials) in customer-supplied dumpster
- Customer will provide patch cables related to project unless otherwise specified in this SOW.
- A secure storage location for all equipment delivered to the Customer Site until the scheduled ePlus installation date, if applicable.
- Contact personnel to escort the ePlus resource(s) through the Customer Site.
- Access to the Customer Site during the work hours required for this project.
- Current network topology
- Electrical power outlets to support requirements of the installed network equipment
- Provide a single technical point of contact, who is familiar with the IT environment and requirements, to work with ePlus engineering resource(s) throughout project and act as a liaison between the Customer’s staff.
- Provide requested network diagrams/information to ePlus resource within two (2) days of the initial request.
- Customer represents and warrants that it has all right, title and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions and releases necessary for ePlus to perform its obligations under this SOW.

#### PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

- AdditionalCustomerResponsibilities
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#### SYSTEM RESPONSIBILITIES

- Customer is responsible for providing all software and associated licenses.



- Unless otherwise agreed by the Parties, Customer shall respond within two (2) business days of ePlus' request for documentation or information needed for the project.
- Customer shall ensure that contracts with its own vendors and third parties are fully executed and enable Customer's business requirements to be met in full. Customer shall be responsible for all payments to, and the performance of, all non-ePlus entities assigned to, or working on this project.
- ePlus will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- Should a manufacturer provide Customer with specialized or custom software unique to Customer, ePlus will not be responsible for any delays or failures to perform related to use of such software.
- ePlus shall not be responsible for support and maintenance of Products.
- Unless otherwise specified in this SOW, ePlus shall not be responsible for any customization of, or labor to install software (except operating systems or firmware pre-installed by the manufacturer).
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control.
- Services exclude any hardware upgrade required to run new or updated software.

## Assumptions

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### GENERAL ASSUMPTIONS

The following assumptions were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then ePlus may modify the price, scope of work or Milestones pursuant to the Change Management Procedure set forth herein. ePlus assumes:

- Where applicable, Customer's Site shall be ready prior to the date scheduled for ePlus to perform the Services. Costs associated with Customer's inability to (1) make the Customer Site ready or (2) meet any of the other responsibilities specified in this SOW shall be billed at ePlus' then-current time and materials rates plus travel and other related expenses. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
- This SOW defines exclusively the scope of the Services. This SOW shall not apply to any purchase, support or maintenance of Products, which are purchased separately.
- In the event ePlus is required to provide third party materials under this SOW (i.e. cables, racks, etc.), Customer shall be responsible for any costs, maintenance and/or warranty obligations therein.
- Acceptance tests conducted in respect of the Services shall apply only to such Services and shall not constitute acceptance or rejection of any Product purchased or licensed separately by Customer.
- The schedule shall be extended up to thirty (30) days for any personnel change requests made by Customer.
- Customer acknowledges that at any time during the project, if progress is stalled, by no fault of ePlus, for more than twenty (20) contiguous Business Days, ePlus reserves the right to issue a Milestone Completion Certificate for work that has been completed.
- If Services include any assessments of Customer's network, systems, or security protocols, Customer understands that no guaranty is made by ePlus or its subcontractors that such assessments will detect all security weaknesses, potential security problems, vulnerabilities or potential breaches. ePlus does not guarantee that recommendations or actions undertaken pursuant to this SOW will completely address all issues identified or not identified.
- If an ePlus Subcontractor is used to perform the security assessment/audit services, the data will be shared with ePlus for gap analysis and recommendation purposes.
- If Services include the implementation of any system dealing with Emergency 911 Services, including but not limited to phone systems, the Customer is responsible for ensuring its 9-1-1 dialing is compliant with



law, including any relevant “Kari’s Law”. ePlus encourages customers to consult with their counsel regarding this matter.

- Documents are created using ePlus templates (structure and format) and delivered to Customer in softcopy only. Customization to deliverable documents (structure, format, and/or other non-standard content) must be handled via a Change Request (CR) unless explicitly stated in this SOW.
- ePlus Deliverable Documents include up to two (2) revisions, per document, based on Customer feedback. Subsequent revisions will require a CR or separate SOW.
- Services schedule reflects work effort based on non-contiguous Business Days and does not include a full-time ePlus Engineer for staff augmentation during the project.

**Project Specific Assumptions:**

- During installations, the site must be prepared for “expected downtime” during the process. This includes all appropriate backups, system cutovers and configuration changes. ePlus will make an effort to reduce downtime.



## The ePlus Difference

ePlus goes above and beyond to deliver the insightful strategies and innovative solutions our customers need to elevate their business. We bring deep expertise that spans the entire IT lifecycle and every critical discipline along with an unwavering commitment to the customer experience, enabling organizations to navigate challenging situations and achieve consistent results, faster. Positioned squarely at the forefront of today's most transformative technologies, **ePlus helps organizations imagine, implement, and achieve more from technology.**

Please keep our full breadth of capabilities in mind for all your IT needs. We welcome the opportunity to craft a solution tailored to your specific requirements and desired business outcomes.

- **CLOUD** - ePlus helps customers address today's multi-cloud requirements surrounding security, compliance, cost optimization, visibility, and connectivity by helping them build and manage a cloud-enabled enterprise foundation.
- **SECURITY** - Deliver custom cybersecurity programs built upon strong culture and integrated technology, aimed at defining and mitigating business risk, identifying business challenges and creating safer environments to achieve positive business outcomes.
- **DATA CENTER** – Design and support all data center needs, including compute, virtualization, hyper converged, storage, and back up and disaster recovery solutions.
- **NETWORKING** - Fully support automation and modernization of the network by optimizing access, connectivity, and security across on-premise, cloud, and hybrid environments, including multi-cloud/SDN, mobility/wireless, SD-WAN, and service provider networking.
- **COLLABORATION** – Foster effective communication—within internal teams and with customers—through voice and video calling, real-time messaging and meetings, video conferencing, and contact center solutions deployed on-premise or in the cloud.
- **SERVICES** - Apply a unique outcomes-focused perspective to help organizations strategize for more agility, architect for better outcomes, accelerate for faster ROI, and optimize for greater resiliency—guiding them to a more modern, secure digital business.
- **FINANCING AND CONSUMPTION MODELS** - Enable technology acquisitions with cost predictability and contract flexibility. Accelerate transformations by aligning costs with demand using custom consumption programs.



## Cisco Partner Program Role Letter

**Date:** February 17, 2023

**To:** To Whom It May Concern

**Bid Number** \_\_\_\_\_  
**or Project**  
**Name:**

Cisco Systems, Inc. ("**Cisco**") hereby confirms that, as of the date of this letter, ePlus Technology Inc. is a Cisco authorized Gold Integrator partner and that Cisco and ePlus Technology Inc. have entered into an agreement for the purchase and resale of Cisco products and/or services (the "**Agreement**").

This means that ePlus Technology Inc. has complied with the Cisco partner program requirements and is duly authorized to purchase and resell Cisco products in US as well as negotiate the terms and conditions of support and maintenance services on Cisco products, in accordance with the terms and conditions of such Agreement .

Furthermore, ePlus Technology Inc. is specialized in the following Cisco technologies :

- Gold Integrator;
- Data Center Specialization;
- AppDynamics Specialization;
- Full-Stack Observability Solution Specialization;
- Secure Access Service Edge Solution Specialization;
- Advanced Collaboration Architecture Specialization;
- Advanced Customer Experience Specialization;
- Advanced Data Center Architecture Specialization;
- Advanced Unified Contact Center Enterprise Specialization;
- Advanced Enterprise Networks Architecture Specialization;
- Advanced SP Architecture Specialization;
- Advanced Security Architecture Specialization;

- Cisco Webex Calling with Calling Plan;
- IOT Advantage Specialization;
- Master Collaboration Specialization;
- Cisco Hyperflex Specialization;
- Master Data Center and Hybrid Cloud Specialization;
- Cisco IoT Specialization;
- Master Networking Specialization;
- Cisco Umbrella for MSSPs Specialization;
- Master Security Specialization;
- Cisco Webex Contact Center Specialization;
- Collaboration Saas Specialization;
- Gold Provider;
- Cloud Managed Security;
- Managed Business Communications;
- Managed Security;
- Cisco Plus Hybrid Cloud Offer;
- Cisco Plus Secure Connect Offer;
- EA 3.0 All Technology Portfolios;
- GPN Partner Agent;
- GPN Resale Host;
- Buying Models Commerce Certification;
- EA Cisco DNA - Switching Wireless Routing;
- Lifecycle Advisor for Cisco Security;
- EA Collab - Cust Collab;
- Lifecycle Advisor for Enterprise Agreements;
- EA Collab - UC TP PC;
- EA Collab-Flex Plan;

- EA Collab-Flex Plan On-Prem Calling;
- EA Collab-Flex Plan On-Prem Meetings;
- EA Data Center ACI and HyperFlex;
- EA Data Center Cloud;
- EA Meraki;
- EA SPNA Service Provider Network Agreement;
- EA Security choice;
- Secure Remote Work EA Authorization;
- UCM Cloud for Government;
- UCM Cloud - Partner Connected; and
- US Federal Authorization

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized partners are reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate.

If you need any additional information , please do not hesitate to contact Mark Campbell at (607) 437-8682.



Brian Dulac, Director, Finance

**Cisco Systems, Inc.**



***ePlus experience, certifications and authorizations for Cisco***

<u>Experience topics</u>	<u>Engineers</u>
Cisco Certified Internetwork Expert Data Center CCIE	6
Cisco Certified Internetwork Expert Routing and Switching CCIE	10
Cisco Certified Network Associate Routing and Switching CCNA	38
Cisco Certified Network Professional Routing and Switching CCNP	12
Cisco Certified Network Professional Data Center CCNP	7
Cisco Certified Network Associate Data Center CCNA	3
Cisco Core and WAN Systems Engineer Representative CWSER	1
Cisco Enterprise Networks Architecture System Engineer Representative ENASER	1
Cisco Borderless Networks Architecture Design Specialist BNADS	1
Cisco Certified Internetwork Expert Service Provider CCIE	5
Cisco Certified Internetwork Expert Storage Networking CCIE	1
Cisco Customer Success Manager CSM	8
Cisco Certified Network Associate CCNA	94
Cisco Certified Specialist- Data Center ACI Implementation	3
Cisco Certified Specialist- Data Center Core	14
Cisco Certified Specialist- Data Center Operations	5
Cisco Certified Network Professional Enterprise CCNP	46
Cisco Certified Internetwork Expert Enterprise Infrastructure CCIE	18
Cisco Certified Specialist- Enterprise Core	59
Cisco Certified Specialist- Enterprise Advanced Infrastructure Implementation	45
Cisco Certified Specialist- Enterprise Design	19
Cisco Certified Specialist- Data Center Design	8
Cisco Certified Specialist- SP Advanced Routing Implementation	3
Cisco Certified Specialist- Service Provider Core	5
Cisco Certified Specialist- Network Security VPN Implementation	4
Cisco Certified Specialist- Network Security Firepower	7
Cisco Certified Specialist- Enterprise SD-WAN Implementation	2
Cisco Network Management Specialization	1
Cisco Certified DevNet Specialist- Enterprise Automation & Programmability	1