

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 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. 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: _____

ATTACHMENT B to RFP – SAMPLE CONTRACT

**CONTRACT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
NAME OF ORGANIZATION
FOR
NAME OF PROJECT**

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

WHEREAS, the Los Angeles Public Library, also known as the Library Department (Library), requires the services of experienced and qualified entities to provide telecommunication equipment and services at the Central Library;

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

WHEREAS, on **Month Day**, 2023, the Board approved the release of a Request for Proposals for Library E-Rate Projects (RFP) to allow contractors to competitively bid on either of two projects. The projects meet the requirements for E-Rate and are eligible for FCC funding (Library Resolution No. 2023-**XX [C-XX]**);

WHEREAS, on **Month Day**, 2023, the RFP was released and a Mandatory Pre-Proposal Conference was held on **Month Day**, 2023. On **Month Day**, 2023, the Library received **X** proposals;

WHEREAS, the Library staff reviewed the proposals and found **both/all/none** to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and determined that the proposal submitted by the Contractor best met the needs of the Library; and,

WHEREAS, on **Month Day**, 2023, the Board approved the award of a Contract with the Contractor for **Project Name**.

WHEREAS, funds are available to compensate the Contractor for services in accordance with this Contract.

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

1.0 DOCUMENTS

This Contract shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- 1.1 The Contract.
- 1.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 1.3 The Project Description and Scope of Work from the Request for Proposals for Library E-Rate Projects (RFP) issued on **Month Day**, 2023 (Exhibit B).
- 1.4 Funding Commitment Decision Letter dated **DATE** from the Universal Service Administrative Company (USAC), (Exhibit C).

2.0 ORDER OF PRECEDENCE

This Contract contains the full and complete Contract between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 The Project Description and Scope of Work from the RFP (Exhibit B).
- 2.4 Funding Commitment Decision Letter (Exhibit C).

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

4.0 TERM OF CONTRACT

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

5.0 SCOPE OF WORK

The Contractor shall provide materials and services to the Library as proposed and described in this Contract.

(Note: Pertinent portions of the selected Proposers' submitted proposal and the RFP may be inserted into this Section to be part of the executed contract).

6.0 PAYMENT

- 6.1 The Contractor shall not incur any costs (e.g., for labor, equipment,

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

- 6.2** The total contract amount shall not exceed \$XX during the term of this Contract.
- 6.3** The Contractor shall seek the appropriate reimbursement directly from the FCC, through USAC, for the amount stated in Exhibit D (“Funding Commitment Decision Letter”) of this Contract. The Library shall not be liable for any payment owed to the Contractor from the FCC or USAC.
- 6.4** The Library does not represent itself as an agent of the FCC or USAC and will not act in any advisory or advocacy role between the Contractor and FCC or USAC.

7.0 BILLING AND INVOICES

- 7.1** The Contractor shall submit itemized invoices to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.
- 7.2** To ensure that services provided are measured against the services detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. The Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
- a) Name and address of the Contractor
 - b) Name and address of the City Department being billed (Library Department)
 - c) Date of invoice and period covered
 - d) Contract Number or Authority Number
 - e) Description of completed task and amount due for task
 - f) Remittance address
 - g) The Library portion of E-Rate amount to be paid.
 - h) USAC portion of E-Rate amount to be paid. The Contractor must submit a separate invoice to USAC for payment.
- 7.3** All invoices shall be submitted on the Contractor’s letterhead and contain the Contractor’s official logo, or other unique and identifying information such as the name and address of the Contractor. Invoices shall be

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

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

Los Angeles Public Library
Attention: Christopher Ma (M/S 300)
Information Technologies
630 West 5th Street
Los Angeles, CA 90071

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

8.0 **OWNERSHIP**

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

9.0 **AMBIGUITY**

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

10.0 CONTRACT REPRESENTATIVES

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

CONTRACTOR'S REPRESENTATIVE

Name:
Title:
Address:

Telephone:
Email:

LIBRARY'S REPRESENTATIVE

Name: Christopher Ma
Title: Senior Systems Analyst II
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7029
Email: cma@lapl.org

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

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

11.0 INDEPENDENT CONTRACTOR

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

12.0 RETENTION OF RECORDS

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made by the City hereunder, the expiration date of this Contract, or the termination date of this Contract, whichever occurs last. Records will be subject to examination and audit by authorized the City personnel or by the City's representative at any time during the term of this Contract or within the 48 months following the final payment made by the City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Contract.

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

13.0 NO THIRD-PARTY BENEFICIARIES

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

14.0 CONFIDENTIALITY

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

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

15.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

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

16.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 14.0 (“Confidentiality”) and 15.0 (“Contractor’s Interaction with the Media”) are provided to and apply to all subcontractors of this Contract.

17.0 CONTINUED REQUIREMENTS

The requirements of Sections 14.0 (“Confidentiality”), 15.0 (“Contractor’s Interaction with the Media”), and 16.0 (“Requirements Apply to all Subcontractors”) survive termination of the Contract.

18.0 NON-EXCLUSIVE CONTRACT

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

19.0 BORDER WALL BID DISCLOSURE

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

20.0 ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT NO. _____

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

By _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By _____
NAME
Title
Company Name

Date _____

Date _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOSHUA M. TEMPLET
Deputy City Attorney

By _____
RAQUEL BORDEN
Board Secretary

Date _____

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____


Date _____

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

ATTACHMENT C

DATE: March 19, 2020

TO: ALL CITY DEPARTMENT HEADS

FROM: Shannon Hoppes, Chief Procurement Officer
Mayor's Office of Budget and Innovation 

Subject: Electronic Signature Policy

Purpose and Scope

This Citywide Electronic Signature Policy shall be implemented by all City Offices and Departments to promote efficiency, improve productivity, reduce waste, and ensure convenient and timely access to City services. This Policy furthers the City's goals to reduce the consumption of paper and the storage of paper documents.

This Policy establishes where electronic signature technology may replace a wet/manual signature, with the objective of promoting the use of paperless, electronic documents whenever appropriate and allowed by law and/or ordinance. This Policy applies to all signatures used in processing various City documents and assumes the City signer has been granted the authority to sign.

To the fullest extent permitted by law, the City accepts electronic or scanned signatures as legally binding and equivalent to wet/manual signatures.

Policy

This Policy applies to contracts, documents and/or forms requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the goal of this Policy to encourage the use of electronic or scanned signatures in all internal and external activities, documents, forms, and transactions where it is operationally feasible to do so, where existing technology permits, where it is efficient to do so, and in otherwise appropriate activities based on the Department's preferences in consultation with the City Attorney's Office. In such situations, affixing an electronic or scanned signature to the document in a manner consistent with this Policy shall satisfy the City's requirements for signing a document.

Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as a contract executed with an original ink signature. Departments may use electronic signatures to execute all City contracts and related documents, provided the electronic signatures are appropriate, available, and comply with applicable laws.

The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, forms, documents or other electronic means of a copy of an original signed contract.

The terms "digital signature" and "electronic signature" may sound similar. However, a digital signature is a specific type of electronic signature that uses cryptography technology. In the event Departments feel that federal, state, or municipal law requires a

digital signature, Departments should seek the advice of the City Attorney's Office. Very few City documents will require digital signatures, and an electronic signature will be sufficient.

Types of Documents Permitted for Electronic and Scanned Signature

This Policy is intended to broadly support the use of electronic signatures. Departments are encouraged to consult with the City Attorney's Office if Departments are uncertain if the electronic/scanned signature is acceptable for a document. However, below are examples of the types of documents where electronic/scanned signatures are allowed:

- | | |
|---|--------------------|
| a) Memos, forms, board letters and other correspondence | Electronic/Scanned |
| b) Contracts | Electronic/Scanned |
| c) Certificates and permits | Electronic/Scanned |
| d) Notarized document | Scanned |

Please note that Ethics Forms 50 and 55 must be signed via a software that is accepted by the Ethics Commission (i.e. DocuSign, Adobe).

Definitions

Awarding Authority is any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for, or on behalf of, the City of Los Angeles.

Contract is any agreement, franchise, lease or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof. Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

Digital Signature is a specific signature technology implementation of electronic signature that uses cryptography [i.e. Public Key Infrastructure (PKI) technology to issue digital certification] to provide additional proof of the identity of the signer and integrity of a document. PKI technology is accepted by the California Secretary of State for digital signatures created by public entities. As noted above, digital signatures will not be required for most City contracts, documents, or forms.

Electronic Record is a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic Signature is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and effect as the use of a manual signature.

Electronic Transaction is a transaction conducted or performed, in whole or in part, by electronic means or electronic records

Public Key Infrastructure (PKI) is a set of roles, policies, hardware, software and procedures needed to create, manage, distribute, use, store and revoke digital certificates and manage public-key encryption.

Scanned Signature is a manual signature that has been placed on a document that has been scanned into an electronic record.

Signature is a mark or sign (including a full name, initial, or identifying) made by an individual on an instrument or document to signify knowledge, approval, acceptance, or obligation.

Los Angeles Public Library

Attachment D

Project Description and Scope of Work

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Main Uninterruptible Power Supply (UPS) for the Central Library's
Computer Server RoomPage 6

PROJECT NO. 1: Network CAT6 Data Re-Cabling for 31 Branch Libraries

1.1 Overview

Network data re-cabling of 31 LAPL branches currently have old and bad Cat 5/5e data cables, split cables, defective data ports, bad port locations and fixtures.

Project intends to upgrade the branch data cabling and IDF infrastructure to comply with current and upcoming network and computer upgrades and also cable manage new rack and clean IDF / MPOE room. This will consist of thirty-one branch libraries.

A City of Los Angeles Department of Building and Safety (LADBS) power permits are required. For LADBS permit information, go to these URLs:

<https://www.ladbsservices2.lacity.org/OnlineServices/>

http://eng2.lacity.org/techdocs/permits/How_Do_I_Obtain_a_Permit.HTM

1.2 Network Data Re-Cabling of the Following 31 Branch Libraries

1. Cypress Park
2. Wilshire
3. Fairfax
4. West Valley
5. Encino Tarzana
6. Westwood
7. Junipero Serra
8. Washington Irving
9. Porter Ranch
10. Palms Rancho
11. Granada Hills
12. Valley Plaza
13. Jefferson
14. Sun Valley
15. Canoga Park
16. Woodland Hills
17. San Pedro Regional Branch
18. Mark Twain
19. Hyde Park
20. Sylmar
21. Studio City
22. Playa Vista
23. Chatsworth
24. Sherman Oaks
25. Lakeview Terrace
26. Westchester
27. Hollywood Regional Branch (Replace patch cords, Cable management only)

28. Eagle Rock (Replace patch cords, Cable management only)
29. Harbor City (Replace patch cords, Cable management only)
30. Exposition Park (Replace patch cords, Cable management only)
31. Silver Lake (Replace patch cords, Cable management only)

1.3 Furnish labor and materials to complete the following tasks

- Provide materials and labor to install category 6 cables and upgrade branch IDF according to LAPL specifications.
- Provide patch cords. Cat 6 slim, assorted color and lengths.
- Cables will be labeled, tested and certified. Drawings and documentation will be provided.
- A City of Los Angeles Department of Building and Safety (DBS) low voltage power permit is required.

1.4 Labor

1. Demo and remove old cables (data and unused analog telephone lines)
2. Remove old racks
3. Install Cat6 cables
4. Install Cat6 jacks and plates
5. Install new rack and ladder racks if needed
6. Install Cat6 rated patch panels
7. Install wire managers
8. Terminate cables
9. Test, Label and Certify Cat6 cables
10. Mount /Consolidate all equipment to new rack
11. Mount Wireless Access Points if needed
12. Mount Algo paging speakers if needed
13. Upgrade electrical outlet for 20 amp in IDFs if needed
14. Workstation table will require liquid-tight conduit and floor mounts to protect cables.
15. Replace and secure data cables on every PC with wire management clips.
16. Clean up IDF and handle trash items.
17. LAPL Network staff will do the cross-connects

1.5 Materials (must be current or newer models)

1. 2-Post Rack or 4-Post Cabinet if necessary with support bracket
 - Mfg.Part: CHATSWORTH 55053-703
2. Vertical Wire Managers
 - Panduit Netrunner Vertical Cable Management
 - Mfg.Part: WMPVF22E
3. Horizontal Wire Managers - Front / Rear
 - Panduit NetManager High Capacity Horizontal Cable Manager
 - Mfg.Part: NM2

4. Patch Panels
 - Siemon 48 Port Panels Category 6 - 2U
 - Mfg.Part: HD6-48
5. Cat6 Jacks
 - Siemon Data Jacks
 - Mfg.Part: MX6-K01
6. Cat6 Cables
 - Siemon Plenum Cable
 - Mfg.Part: 9C6P4-E3-06-RXA
7. Faceplates
 - 2 Port Surface Mount Box or Faceplate
 - Mfg. Part: MX-SM2-02
8. Cat6 Patch Cords
 - Siemon CAT6 Slim Ethernet Network Patch Cord with 28 AWG Cable and Clear Strain Relief
 - BP6-05, BP6-07, P6-10
9. Cable Velcro Tie - for securing and managing cables
10. Floor Monuments
11. Liquid Tight Flex Conduit
12. Conduits
13. Raceways
14. J-Hooks

1.6 Cable Management

1. Hollywood Regional Branch (Replace patch cords, Cable management only)
2. Eagle Rock (Replace patch cords, Cable management only)
3. Harbor City (Replace patch cords, Cable management only)
4. Exposition Park (Replace patch cords, Cable management only)
5. Silver Lake (Replace patch cords, Cable management only)
 - Provide materials and labor to install category 6 network patch cables.
 - Replace patch cords and provide wire management at all 5 IDF's according to LAPL specifications
 - Slim blue category 6 network patch cable for Data connection on the network switch
 - Slim yellow category 6 network patch cable for VoIP connection on the network switch
 - Install new vertical and horizontal wire managers
 - IDF cleanup

1.7 **Certification**

- Siemon Certified Contractor CI

1.8 **Data Floor Plans and Checklists**

Proposers for Project No. 1 must attend a Site-Walk which will include one small branch library, one medium branch library, and one large branch library. Information regarding the Site-Walk date(s) and time(s) will be posted on www.rampla.org and made available during the Mandatory Pre-Proposal Conference (See Section E.1 of this RFP). No submittal documents are required, however, a representative of the proposing organization should sign-in at the Site-Walk to comply with this requirement.

Data floor plan and number of data ports of all proposed libraries are provided in Appendix A.

[See Appendix A \(Data Floor Plans and Checklists\)](#)

1.9 **IDFs for Cable Management**

[See Appendix B \(IDF Photos - Cable Management\)](#)

PROJECT NO. 2: Main UPS - Uninterruptible Power Supply at the Central Library's Computer Server Room

2.1 Overview

This project will replace two existing outdated main data center's uninterruptible power supply (UPS) in the computer server room at the Central Library located at 630 West 5th Street, Los Angeles, CA 90071.

The UPS 1: Liebert 40kVA and UPS 2: Liebert 30kVA supply power to all critical systems in the data center, such as file servers, web servers, internet router, core switches, firewall, DNS server, VMware virtualization infrastructure, and network storage.

2.2 Existing Systems

UPS 1: Liebert Npower 40 kva (32 kW), 208/120 VAC input and output.

UPS 1: Distribution: One standalone PDU with 4 distribution panels.

UPS 2: Liebert Npower 30 KVA (24 kW), 208/120 VAC input and output.

UPS 2: Distribution: Sidecar distribution with two distribution panels.

Load distribution from the PDUs to the rack is through liquid tight flex conduit under the raised floor.

2.3 New Equipment and Project Overview

The proposed equipment must be able to provide a turnkey solution 2N redundant (UPS A & UPS B configuration) high availability (HA) cluster modular online UPS 60kVA (208/120 VAC input and output) with maintenance bypass isolation, batteries and output distribution panels. The new UPS output distribution panels shall be capable of providing multiple 100 Amps three phase circuits. The output power from each new UPS shall be distributed to the load and rack in a 2N redundant configuration via multiple rack power distribution units or bus systems. The UPS shall be expandable to 100kW N+1 to accommodate & support future IT growth. The new equipment shall include the following:

- Two 60 kW UPS systems 208/120 VAC, modular technology and expandable to 100KW N+1, UPS "A" and UPS "B".
- Each UPS battery bank shall be capable of delivering 18 minutes at 60 kW load.
- Each UPS shall include a maintenance bypass cabinet MAKE BEFORE BREAK with UPS isolation.
- Each maintenance bypass cabinet shall include a 54pole bolt/plug-in Sqd circuit output distribution panel.
- The power distribution circuits from the new UPSs to the load/racks shall be connected via redundant multiple racks High Power Distribution Units (HPDU) or bus system capable of powering up to 6 racks in a redundant 2N configuration. (Old individual load circuits and conduits shall be removed).
- Each HPDU shall be equipped with two inputs rated at minimum of 100 Amps, 3 phase per input.

- Each HPDU unit shall be capable of 2N (two) input connections, one from each new UPS A & B and a minimum of 12 output receptacles (6 receptacles on UPS A and 6 receptacles on UPS B).
- Lithium ion batteries are preferred over lead-acid or flooded/wet cell.
- Replacements should be highly considered in proposals to have no downtime effect on current systems that would affect Library open hours. Parallel migration is highly desired. Preferably the new unit goes live, then decommission existing one, and the same apply to the 2nd unit.
- Proposals will need to comply with all City of Los Angeles requirements and permits as needed.
- There are also ongoing maintenance and testing requirements from the City of Los Angeles that would **require vendor personnel to be on site during testing**, such as Regulation 4 testing to ensure that fire safety, fire suppression, and fire detection systems are in good working order and are able to protect the building and its occupants in the event of a fire. Testing could be conducted during normal or after business hours when libraries are closed to the public. Vendors are responsible for ensuring that the UPS are fully operational during main power shut down to the Central Library during these testings.
- Monthly or quarterly generator health status report must be provided to the Library IT to ensure all units are in working order.

Note: See the attached sample electrical drawing for the equipment.

2.4 Project Installation Requirements

1. A City of Los Angeles Department of Building and Safety (LADBS) permit(s) MUST be obtained for this project.
2. Again, replacement of both UPSs shall be performed without interruption or down time to the data center loads.
3. For the purpose of migrating the data center loads without interruption the work shall include tracing and identifying all the load power connections and conduits from both UPS systems (the 40 kVA and 30 KVA).
4. Provide a temporary UPS to power UPS 2 loads and migrate/connect all UPS 2 loads to the temporary UPS. The majority of the data center load and servers are equipped with two power supplies for redundancy that could be utilized to avoid a shutdown during replacement of the UPSs. Note: Scheduled shutdown of the data single power supply loads/servers can be arranged.
5. Verify all UPS 2 (30 kVA) loads are successfully transferred to temporary UPS before powering down and disconnecting UPS 2.
6. Remove UPS 2 and replace it with the new proposed 60 kW UPS “B” and associated distribution system.
7. Include all rigging, set in place and anchoring and electrical connection for UPS “B” in the designated location for seismic control.
8. Install HPDUs on top of all the server racks with circuit breaker and power meter.
9. Install and match all power server rack PDU power to the HPDU receptacles.
10. Once the new UPS “B” and distribution system is on line, migrate and connect all the data center loads to the new UPS “B” output circuits.

11. Shutdown remove and replace UPS 1 with the new 60 kW UPS “A” and associated distribution circuits and equipment.
12. Start-Up UPS “A” and connect the data center loads to both UPS “A” and UPS “B” in a redundant 2 N configuration.
13. Remove and haul away all the existing (old) main UPSs for salvage. Disposal and salvage must be included.
14. Provide up to 5 years of warranty and maintenance.
15. Provide network IP remote access and monitoring for monthly maintenance tests.
16. UL is listed as a complete system.
17. The Library operates 7 days a week. This project should be completed during off hours or Holidays when the Library is closed. A parallel migration needs to be accounted for to avoid any downtimes.
18. Proposers for Project No. 2 must attend a Site-Walk in the Central Library. Information regarding the Site-Walk date(s) and time(s) will be posted on www.rampla.org and made available during the Mandatory Pre-Proposal Conference (See Section E.1 of this RFP). No submittal documents are required, however, a representative of the proposing organization should sign-in at the Site-Walk to comply with this requirement.

2.5 PROPOSED ITEMS (The Library will accept comparable solutions which meet or exceed the requirements as stated below):

**MAIN UPS - UNINTERRUPTIBLE POWER SUPPLY FOR
LAPL CENTRAL LIBRARY DATA CENTER**

MAIN UPS - UNINTERRUPTIBLE POWER SUPPLY FOR LAPL CENTRAL LIBRARY DATA CENTER		
Part Number	Part Description	Quantity Needed
47SA100GAC01052	<p>60kVA/60kW Liebert EXM UPS, model 47SA100GAC01052, with the following features:</p> <ul style="list-style-type: none"> ● System Input Voltage of 208/120V, 3 Phase, 4 wire plus ground ● System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground ● 60kVA Scalable to 100kVA UPS System ● 208V Native Output Voltage ● Single Input Configuration ● DC Ground Fault Detection ● One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI 	2

	<p>or integration with Trellis™, Liebert Nform, LIFETM Services. Supports third-</p> <ul style="list-style-type: none"> ● party management systems using SNMP, Modbus or BACnet. ● One (1) IS-RELAY Relay Contact Card(s) ● Seismic anchor kits included for Liebert EXM Main Unit ● Transformer-Free Architecture – Efficiency up to 95% in double conversion mode ● Unity Power Factor Rating - Delivers more usable power per kVA ● Load Power Factor Support – Supports loads 0.5 lagging to unity without derating ● Energy Optimization Mode (Eco-Mode) ● 65kAIC Rating - Provides interrupting rating and labeling of 65kA ● Active Power Factor Corrected IGBT Input Converter ● PWM transistorized (IGBT) inverter ● Continuous Duty Static Bypass Switch ● Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions ● Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions ● Generator Load Control – Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass 	
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	<ul style="list-style-type: none"> • Automatic retransfer - Provides return to inverter power after an overload • DSP based controls - Provides digital control of power conversion and system operation • Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting • Temperature-Compensated • Charging/Battery Load Test • Top-and-bottom-entry cable access • Front only service access • Local Emergency Power Off (EPO) • LIFE Services for the 1st year • IP 20 enclosure • Casters and leveling feet <p>UL and cUL Listed to UL Standard 1778 4th Edition Dimensions: 23.6"W x 39.1"D x 78.7"H Front access only</p>	
47BPJWX91L	<p>Liebert EXM Battery Cabinet System, model 47BPJWX91L</p> <ul style="list-style-type: none"> • 3 Switching Devices (BIB,MBB,MIB) • 450 Amp Breaker Trip Rating • Key Interlock (SKRU) • Cabinet Mounted Right Attached to Module with connecting cables factory supplied • 600 MM - 23.6 inches Frame Size • Seismic Anchor Kits Included for • Maintenance Bypass • Front Access service design • (1) 400 Amp, 54 pole SqD bolt/plug-in panelboard <p>Dimensions: 23.6"W x 39.1"D x 78.7"H Front access only</p>	2
47MBJ36CC5R10P3	<p>C. Two (2) Maintenance Bypass Cabinet(s), model 47MBJ36CC5R10P3</p> <ul style="list-style-type: none"> • 3 Switching Devices (BIB,MBB,MIB) 	2

	<ul style="list-style-type: none"> ● 450 Amp Breaker Trip Rating ● Key Interlock (SKRU) ● Cabinet Mounted Right Attached to Module with connecting cables factory supplied ● 600 MM - 23.6 inches Frame Size ● Seismic Anchor Kits Included for Maintenance Bypass ● Front Access service design ● 400 Amp, 54 pole SqD bolt/plug-in panelboard ● Dimensions: 23.6"W x 39.1"D x 78.7"H Front access only <p>One Lot Factory Services including</p> <ul style="list-style-type: none"> ● Certified Factory Test Report ● User Manuals <p>One Lot System Startup Services Startup includes one site trip by a LS customer engineer after the UPS has been installed. The site trip includes the following services for one UPS module:</p> <p>Non-powered inspection, UPS electrical and operational checkout, full parts and labor for any remedial work required on the UPS or battery cabinets, and customer operation training. Startup also includes remedial onsite labor, parts, and travel for the one-year warranty period.</p> <ul style="list-style-type: none"> ● Startup 7x24 ● Operator Orientation ● 5 years of warranty and maintenance 	
H3M-2N150-M3932-1P-7	<p>High Power Distribution Unit (HPDU) receptacles will provide power to all the server rack rows.</p> <p>High Power Distribution Unit Three Phase (∅), Dual feed distribution configuration.</p>	6

	<ul style="list-style-type: none"> ● HPDU Model: H3M-2N150-3931-1P-7 ● Input/output rating 3Ø: 208/120 VAC, 50/60 Hz, 4 Wire, & Ground. ● Input wiring: Dual feed 3Ø, 4W + G up to 150A, 108 kW (54 kw per side) at 208/120V. ● Output Receptacles are back access, fixed with 12 each IEC309-32-1P receptacles (6 of side A and 6 on side B). ● Standard current meter/measurement for each ● output receptacle. ● Warranty: One Year. ● CE, UL 60950-1, NEMA 1 enclosure. ● Dimension: 76" W x 6" H x 8" D 	
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Note: Proposed items may be discontinued or outdated upon project start date, substitution should be a later model.

3.6 Liebert 60kVA eXM UPS brochure:

10-250 kVA/kW

Efficient, Scalable, Intelligent
Power Optimized for Midsize
IT

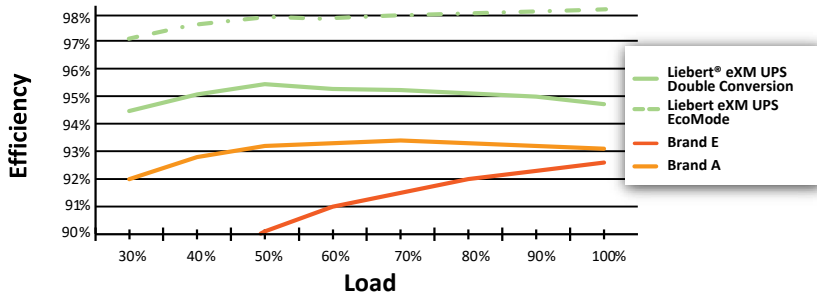


The Liebert EXM UPS is ideal for:

- Small to midsize IT applications Edge of the network operations
- Midsize/regional colocation facilities
- Testing, medical and telecom systems Emergency lighting



A Midsize UPS As Dynamic As Your Needs



Liebert® EXM 3-Phase AC UPS

- 10-250kVA, 208 & 480 Volt Native Unity Power Factor Up to 99%

Efficient



- Optimized Ancillaries provide Flexible Deployment UL 924 Listed
- Next Generation Scalable Functionality Next Generation Touchscreen Control Panel 480V Models Qualified for Use with Lithium-ion Batteries and Flywheels

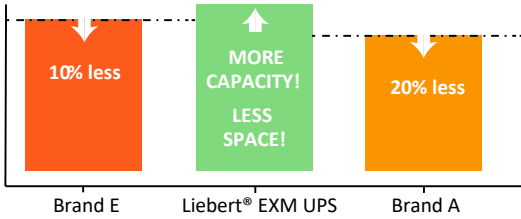
Efficient and Economical So You Can Control Your Costs

The Liebert EXM UPS was purposefully designed to provide efficient power protection that can meet your operating and capital requirements.

- Unity Power Factor ensures more power is provided in a smaller footprint, thus increasing system capacity while minimizing cabling and installation costs
- Delivers high efficiency levels throughout the capacity range 208 or 480 volt systems

- Transformer-free design saves space, capital, weight and shipping costs
- Superior operating efficiencies are realized through both the Eco-Mode option, which performs at 99% and the Double Conversion Mode, which delivers 97% (480V models) □ ENERGY STAR® qualified

Unity Power Factor Makes a Difference



Based on a 100kVA 100A
100% rated breaker



Flexible

Configurations and Deployment Options

Adapt and Scale with Ease

The flexible, scalable, redundant design of the Liebert® EXM UPS is available in many system configurations to ensure optimal power protection.



Up to 100kW 208V

Up to 200kW 208V

GROW

FROM

- Flexible Scalability
- Paths
- Meet Your Capacity/Redundancy Plans □
- Rapid deployment
- Reduce the pains of predicting capacity
- Configure for N+1 redundancy

- 10kW 208V Internal Batteries
- 20kW 208V
- 20kW 208V
- 50kW 480V
- 50kW 480V

Availability Designed In

On-line, double conversion design delivers reliable power and highest levels of uptime.

- Multi-module configurations enhance availability □ Internally redundant design reduces switches to bypass □ Standard 65kA

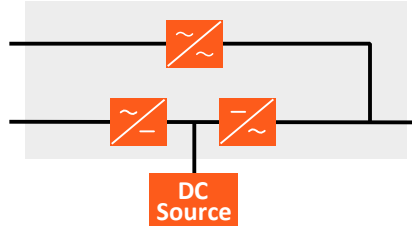
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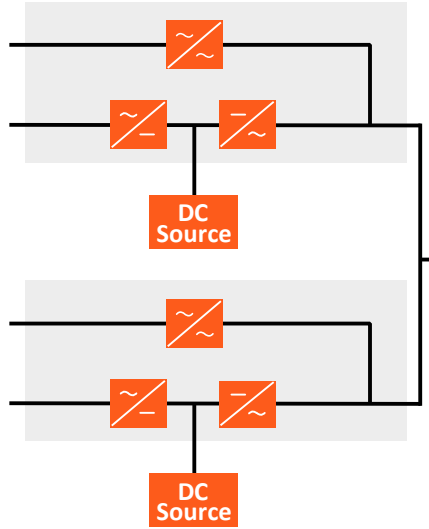
short circuit withstand rating (certain conditions may apply) □ Easy access to key components □ High Mean Time Between Failure (MTBF) performance □ Redundant communication paths ensures reliable control



Single Module System (SMS)



Distribute Bypass



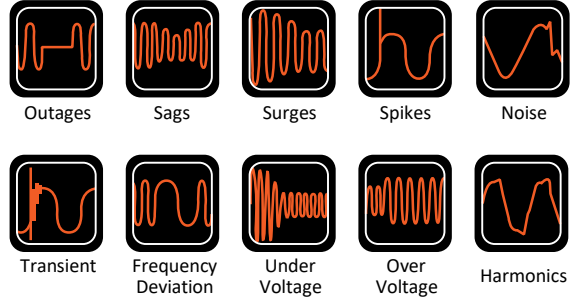
Capacity, Redundancy, Flexibility

The Liebert® EXM UPS provides future-proof scalability along with matching ancillary cabinets to address your power system demands.

- Maintenance bypass cabinet □ Bypass and distribution cabinet
- Battery cabinet (many run time options), Lithium-ion available with 480V models □ Dual input transformer cabinet
- Paralleling cabinet (parallel for higher capacity or redundancy)

Optimized Ancillaries (various sizes available)

Protection from critical power problems



Multi-Module Flexibility Matching Paralleling Cabinet supports up to a 2+1 configuration Options for up to 4+0 can be supported using third party switchgear



SOFTWARE

Vertiv connects and protects your network with core-to-edge solutions and unmatched expertise.

For maximum visibility and effective monitoring in one view, pair your Vertiv™ UPS with a software solution.



Environet Alert

Vertiv™ Environet™ Alert provides industry companies with critical facility monitoring software that is affordable and easy to use. This solution delivers superior monitoring, alerting, trending and data organization. Get monitoring, alerting and trending at a price that's right for your business.



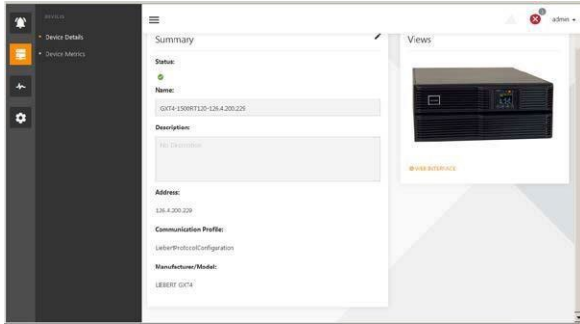
Vertiv™ Power Insight

Vertiv™ Power Insight is a complimentary web-based software designed for users with a distributed infrastructure that need a way to manage multiple devices.

It is a simple to install, easy to use solution that provides a single interface for up to 100 UPSs or rPDUs.

Intuitive, Intelligent Operation at Every Level

Touch-Screen Control Panel Offers Intelligent Control □ Intuitive, easy to use to reduce chances of human error □ Improves productivity by providing information you need □ Power performance parameters visualized □ Service and maintenance support at your fingertips □ Compatible with The Vertiv™ Power Insight



Optional Integrated Albér® Battery Monitoring Systems □ Advance warning of pending UPS battery failures □ Real-time system and component level visibility □ Verify the health of the entire battery system □ Integrated into the battery cabinet



Alber™



BDSUi Battery Monitor

Communications and Environmental

Leverage the capabilities of our Unity sensors to easily daisy chain together

- Temperature □ Humidity □
- Access □ Leaks □ More

Monitoring:

Communications card and data inputs.



Critical Services And Support

- Life™ Services 24x7 continuous remote monitoring Expert analysis and diagnosis Quick, safe and accurate response
- Just one of the professional service & support options available to improve uptime, cost control and resource allocation



Liebert® Services

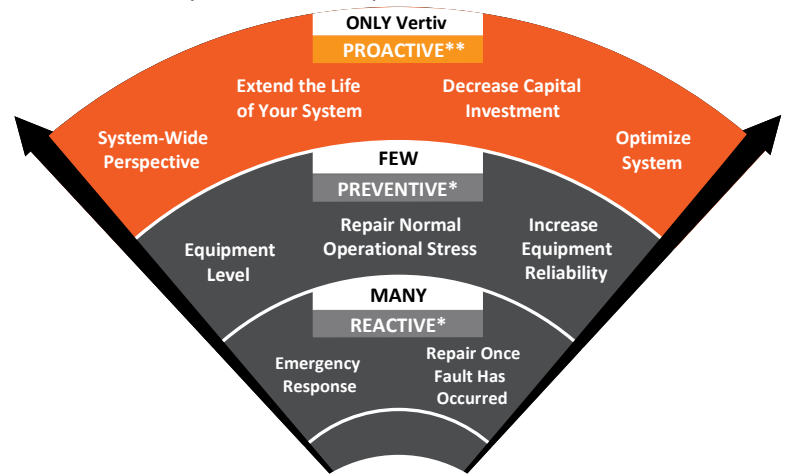
Maximizing the performance and efficiency of your data center's uninterruptible power supply (UPS) and other power distribution systems requires systems be properly maintained by factory-trained technicians. Trust Vertiv, Liebert Services to take your critical maintenance to the next level-proactive maintenance that can significantly extend the life of your power systems, decrease your capital investment, optimize system efficiency and effectiveness, and increase overall system availability.

- 24x7 critical maintenance response Proactive service, extends system life Improved MTBF and MTRR
- Local factory trained engineers ready to respond Parts, expertise, satisfaction

Specifications

Native
480V Native

208V
208V Native



	Power Rating – kW/kVA	10, 15, 20, 30, 40	60, 80, 100, 120, 140, 160, 180, 200	30, 40, 50, 75, 100, 125, 150, 175, 200, 225, 250	
	Internal Battery Supported	Y	N	N	
Input AC Specifications	Phase/Power Factor/ Freq	3 / 0.99 lagging minimum at full load / 40-70 Hz			
	Input Voltage	208, 220, 480 ¹ , 600 ¹ VAC, 60Hz, 3-phase, 4-wire plus ground			
General Specifications	UPS Technology	On-Line Double Conversion			
Battery Specifications	Battery Test Type/ Battery Technology	Online / Valve-regulated lead acid battery / Lithium-ion (for 480V only)			
Output AC Specifications	Voltage	208/120, 220/127VAC, 60Hz 3-phase, 3- or 4-wire plus ground	480VAC, 60Hz 3-phase, 3-wire plus ground		
	Frequency – Hz	60 Hza			
Communications	Options	3 Liebert IntelliSlots			
	Card Compatibility	IS-UNITY-DP, IS-UNITY-LIFE, IS-485EXI, IS-RELAY			
	Protocols Available	MODBUS-IP, MODBUS-485, BACNET-IP, BACNET-MSTP, SNMP, HTTP, LIFETM Services, Relay Contacts			
Environmental Sensors	Liebert SN Series	Temperature, Humidity, Temperature/Humidity Combination, Contact Closure			
Physical Data UPS	UPS Rating	Unit Weight lb (kg)	Dimensions, W X D X H in (mm)	Unit Weight lb (kg)	Dimensions, W X D X H in (mm)
	10kVA, 15kVA, 20kVA	604 (274)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	N/A	N/A
	30kVA, 40kVA	678 (307.5)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	748 (339)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)
	50kVA	678 (307.5)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	748 (339)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)
	60kVA	807 (366)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	N/A	N/A
	75kVA	N/A	N/A	842 (382)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)
	80kVA	881 (399.6)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	N/A	N/A
	100kVA	955 (433.1)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	842 (382)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)
	120kVA	1221 (553.8)	34.6 x 39.5 x 78.7 (880 x 1000 x 2000)	N/A	N/A
	125kVA	N/A	N/A	936 (425)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)
	150kVA	N/A	N/A	936 (425)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)
	160kVA	1368 (620.5)	34.6 x 39.5 x 78.7 (880 x 1000 x 2000)	N/A	N/A
	175kVA	N/A	N/A	1030 (467)	33.0 x 39.5 x 78.7 (880 x 1000 x 2000)
	180kVA	1442 (654)	34.6 x 39.5 x 78.7 (880 x 1000 x 2000)	N/A	N/A
	200kVA	1516 (687.6)	34.6 x 39.5 x 78.7 (880 x 1000 x 2000)	1030 (467)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)

	225kVA	N/A	N/A	1030 (467)	33.0 x 39.5 x 78.7 (840 x 1000 x 2000)
	250kVA	N/A	N/A	1244 (564)	33.0 x 39.5 x 78.7 (840 x 1000 x 2000)
Physical Data Ancillaries		Weight lb (kg)	Dimensions, W X D X H in (mm)	Weight lb (kg)	Dimensions, W X D X H in (mm)
	600mm Bypass Distribution Cabinet	550 (250)	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	N/A	N/A
	300mm Maintenance Bypass Cabinet	288 (131)	7.9 x 39.5 x 78.7 (200 x 1000 x 2000)	288 (131)	11.8 x 39.5 x 78.7 (300 x 1000 x 2000)
	200mm Maintenance Bypass Cabinet	198 (90)	7.9 x 39.5 x 78.7 (200 x 1000 x 2000)	198 (90)	N/A
	1200mm Battery Cabinet	N/A	N/A	4907 (2226) with HX540 batteries	1200mm battery cabinet 47.3 x 39.5 x 78.7 (1200 x 1000 x 2000)
	880mm Battery Cabinet	3649 (1656) with HX540 batteries	34.7 x 39.5 x 78.7 (880 x 1000 x 2000)	2962 (1344) with HX300 batteries	34.7 x 39.5 x 78.7 (880 x 1000 x 2000)
	600mm Battery Cabinet	2454 (1114) with HX330 batteries	23.6 x 39.5 x 78.7 (600 x 1000 x 2000)	N/A	N/A
	320mm Battery Cabinet	1432 (650) with HX205 batteries	12.6 x 39.5 x 78.7 (320 x 1000 x 2000)	N/A	N/A
	Lithium-ion Battery Cabinet (Samsung)	N/A	N/A	1200 (545) with batteries	26 x 24 x 81 (650 x 600 x 2055)
Environmental	Operating Temperature , °F (°C): UPS: 32° to 104°F (0-40°C); Battery: 68° to 86°F (20-30°C). Relative Humidity : 0% to 95%, non-condensing. Operating Altitude : Up to 3,300 ft. (1,000m) without derating. Acoustical Noise, db, at 39 in.: Less than 59 dBA typical, 3.3 ft. (1m) from the unit				
Agency/Certification/ Conformance	Listed to UL 1778 , UL 924 and CSA certified. Meets current requirements for safe high performance UPS operation. ENERGY STAR® qualified. Seismic and OSHPD certified.				
Warranty Standard	1 year				