
INFORMATION TECHNOLOGY DIVISION

***ENTERPRISE RESOURCE
PLANNING SYSTEM (ERP) PROJECT***

REQUEST FOR PROPOSALS



November 17, 2010

November 17, 2010

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) AND IMPLEMENTATION SERVICES

The City of Los Angeles Harbor Department (Harbor Department or LAHD) invites the submittal of proposals to provide and implement an Enterprise Resource Planning System (ERP). These services shall commence after a contract is approved by the Board of Harbor Commissioners.

Instructions and forms to be used in preparing the proposal are found in the information included in the Request for Proposals (RFP).

The schedule for this RFP will be as follows:

Request for Proposals Published	November 17, 2010
Mandatory Pre-Proposal Conference	December 7, 2010 at 10am
Questions Due	December 10, 2010
Answers Posted	December 20, 2010
Proposals Due	January 14, 2011

If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For technical questions regarding this RFP, please contact Julia Kirwan, ERP Project Manager, at jkirwan@portla.org. For questions regarding the administrative nature of this RFP, please contact Tricia Carey, Contract and Small Business Development Program Administrator, via email at tcarey@portla.org. Questions must be submitted IN WRITING by December 10, 2010. Answers will be posted on the Department's website at www.portoflosangeles.org on December 20, 2010. It is the responsibility of any proposers to review the port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

Prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org/>.

Sincerely,


GLENN ROBISON
Director of Contracts and Purchasing

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1. INTRODUCTION

This Request for Proposal (RFP) solicits proposals from qualified firms to provide and implement an Enterprise Resource Planning System (ERP) for the Los Angeles Harbor Department. This RFP provides the instructions and information necessary for proposers to prepare their proposal response and pricing.

1.1 *Brief Overview of the Project*

The Information Technology Division is soliciting proposals from qualified consultants to provide and implement an Enterprise Resource Planning System (ERP). The duration of the contract awarded as a result of this RFP is expected to be three years from the date of execution of the agreement.

1.2 *The Port of Los Angeles*

The Port of Los Angeles (POLA), Southern California's international commerce gateway, is located in San Pedro Bay, 20 miles south of downtown Los Angeles and is immediately adjacent to and contiguous with the Port of Long Beach. The two ports function under completely independent local jurisdictions but have regular interaction with each other.

POLA is the busiest container port in the United States and 8th busiest in the world. It is the busiest cruise center on the west coast, and the 4th busiest in the United States. This booming seaport complex is known for its groundbreaking environmental initiatives, progressive security measures, and diverse recreational and educational facilities. POLA encompasses over 7,500 acres with over 43 miles of waterfront. Serving over 90 shipping and cruise lines, the 26 cargo terminals and World Cruise Center support over 3,000 vessel arrivals carrying nearly 170 million metric revenue tons of cargo, and 1.2 million passengers every year.

The Los Angeles Harbor Department (LAHD) is a proprietary (self funded) department of the City of Los Angeles charged with the operation, maintenance and protection of the Port of Los Angeles. LAHD is a landlord port that leases properties to private sector terminal, tug, and marine cargo and cruise industry transportation entities.

1.3 *The Information Technology Division*

The Information Technology Division (ITD) is organized into six sections, which include, but are not limited to, the following responsibilities:

- IT Administration/ERP Selection – is the project manager for the ERP selection process and manages administrative and contract needs of the Division.
- IT Infrastructure – provides service desk, user support services, servers, data storage, messaging, network, and computer operations.

- Applications – oversees and provides user support to billing, financial, payroll, other Port applications and databases.
- Telecommunications – administers the telecommunications services including but not limited to, telephones, cellular services, cabling, data circuits, public address systems, and other telecommunications.
- Port Police Technology and Systems- manages the selection, implementation and support of Port Police communications, radio and applications technologies.
- IT Security – oversees and enforces the infrastructure security standards, and policies.

2. PROJECT DESCRIPTION

2.1 *ERP Project Overview*

2.1.1 Objectives

The LAHD is interested in replacing its current mainframe applications with a new integrated ERP to provide accounting, budget, purchasing, inventory and human resources management information system.

The replacement of the current system has the following major objectives:

- Increased system functionality:
 - Providing users in all LAHD divisions with direct access to the system and responsibility for maintaining their own data, while ensuring LAHD-wide central controls and data integrity.
 - Meeting user requirements for financial, accounting, budget, purchasing, inventory, and human resources management information functions.
 - Providing the capability to expand functionality to Enterprise solutions – including but not limited to real estate/property management and leasing, maintenance management, project controls and management, and other LAHD operations.
 - Reducing the need for “shadow” systems.
 - Maintaining favorable system performance.
 - Providing a user-friendly online reporting environment.
 - Exceeding the functions provided by the current system, such as the future ability to conduct business electronically, or having the capability of adding additional modules seamlessly.
- Low risk:
 - Acquiring mainstream packaged software and implementing the package with minimal customization.
 - Providing a proven solution through the implementation of a software package that is in widespread use by similar organizations.
 - Interfacing with the City’s Financial Management Information System, and the Payroll Replacement System (PAYSR).
 - Interfacing with the Department’s Billing System (Klein Billing System), Real Estate System Property Management System (AIMS), Construction and maintenance System (MAINTSTAR), and the Enterprise Geographic Information System (ESRI based eGIS).
 - Facilitating knowledge transfer to LAHD personnel.
 - Holding a single consultant accountable for all deliverables and all services associated with the project for a fixed price.
- Cost effectiveness:
 - Selecting the solution with a low total cost of ownership over the useful life of the system and near term (3 year and ongoing).

- Projecting and realizing benefits that justify project costs and risks.
 - Reducing ongoing maintenance costs, as compared to the present system.
 - Recognizing both direct and indirect costs associated with replacing the financial system.
 - In the future, being able to easily extend and enhance the system using standardized, flexible, vendor-maintained modular technology.
 - Providing the flexibility to plan and implement upgrades as the organization is ready (including the possibility of skipping upgrades).
- Technical Modernization:
 - Migrating from the mainframe environment to a more cost-effective and technically current infrastructure.
 - High availability of a minimum of 99.9%.
 - Procuring proven technology platforms and protocols that reflect future trends and emerging industry directions.
 - Addressing security and control issues such as user access, data security, data backup, disaster recovery and system audit trail.
 - Reducing the need for custom interfaces.
 - Reducing the need for customizations.

2.1.2 Critical Success Factors

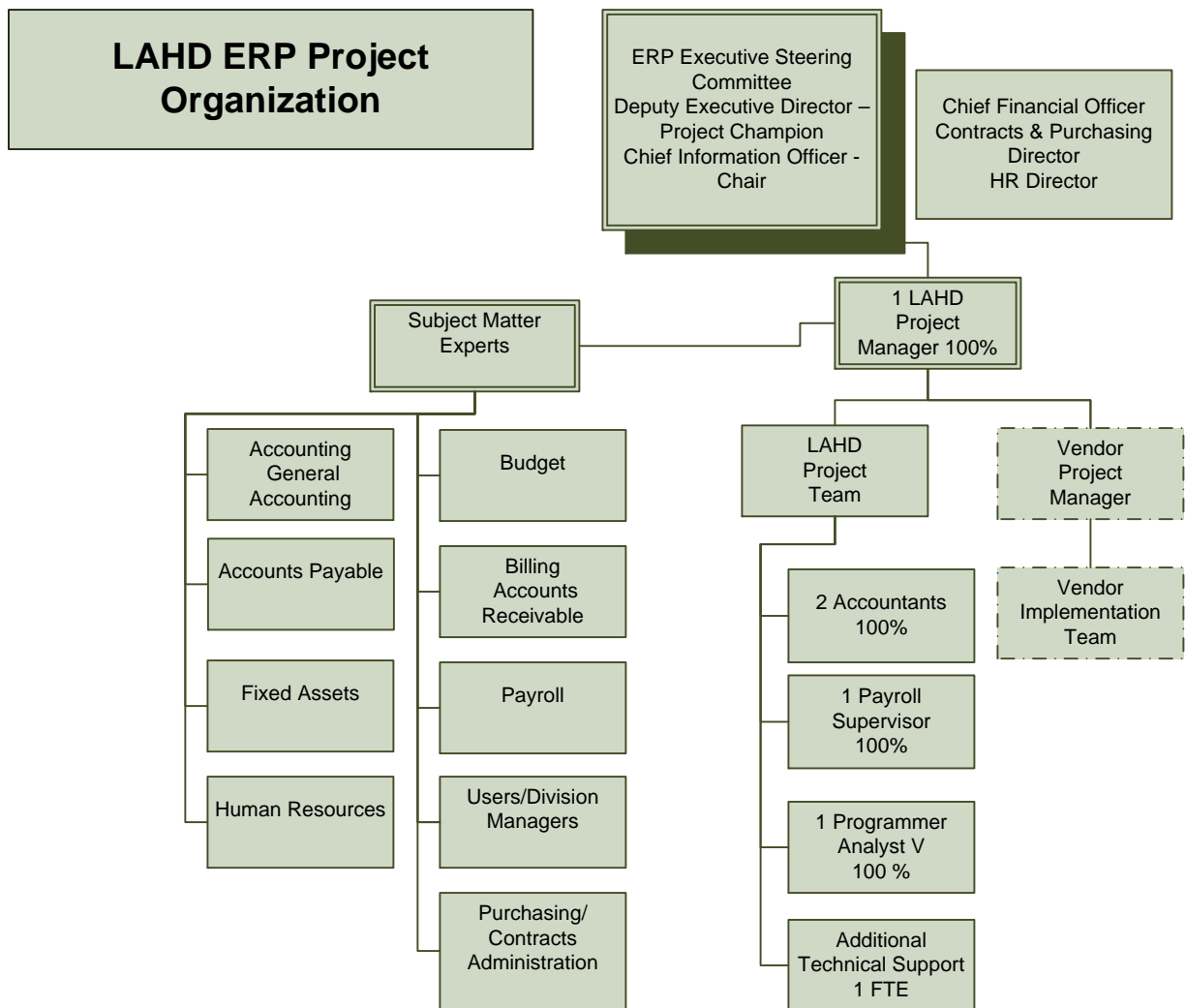
LAHD has identified the following factors critical to the success of this project:

- Selection of appropriate software which meets immediate business and functional requirements, and which can accommodate new requirements easily.
- Migration off the mainframe environment to a modern, secure, cost-effective and reliable technology infrastructure for ERP applications and database.
- Selection of a consultant-provided implementation team with relevant and successful experience in implementing ERP solutions, particularly in port organizations.
- Commitment to configuration over customization of vendor software to minimize total cost of ownership.
- User friendliness and ease of use of the software for both transaction processing and ad hoc reporting.
- Effective change management, including the commitment of senior management and participation of key personnel, effective governance and communications, and effective training on and documentation of the system's functionality, work flow and capabilities.
- Excellent communication among LAHD and consultant personnel.
- A comprehensive and accurate acquisition, implementation, and maintenance and support cost proposal from the vendor.
- A comprehensive implementation plan and strong project management approach and experience to include clear escalation process for decision making and issue resolution.
- Comprehensive and proven vendor data conversion, system interface, and system testing, and acceptance strategies and methodologies.

- Commitment to knowledge transfer and adequate training for LAHD personnel for efficient use and operation of the system.

2.1.3 Project Organization

LAHD intends to commit staff to this project throughout the design and implementation. Below is a suggested Project Organization Chart depicting the key areas of LAHD participation and staffing.



Key components of this project organization will include:

ERP Executive Steering Committee (ESC) – Led by LAHD’s Deputy Executive Director of Finance and Administration, and Chaired by LAHD’s Chief Information Officer, this Committee is responsible for setting the overall policy for the ERP system project,

making resource and funding decisions, and guiding the phasing and implementation. This committee will include the Human Resources and Contracts and Purchasing Directors and the Chief Financial Officer. At a minimum, the ESC will meet quarterly or at key milestone dates as agreed upon with the selected vendor. Final system acceptance will be approved by the ESC.

ERP Subject Matter Experts (LAHD) – Led by the ERP LAHD Project Manager, this team will meet regularly throughout the project. This committee is responsible for ensuring the appropriate participation of key LAHD personnel (both functional and technical), reviewing and approving all project deliverables, and recommending final system acceptance to the ESC.

ERP Project Team (LAHD) – Led by the ERP LAHD Project Manager, the LAHD Project Team will be responsible for 1) performing the day to day activities of the project, 2) working with the Vendor Project Manager and Vendor Implementation Team on design, implementation, and technical architecture issues and 3) reviewing all project deliverables. Depending on the implementation approach, key technical personnel will participate, as appropriate in any technical implementation and configuration work. The ERP Project Manager will review and approve all progress reports, progress payments, and make recommendations to the Project Working Committee and the Executive Steering Committee on progressing to Phase 2 or Phase 3 work.

Vendor Implementation Team – Led by the Vendor’s Project Manager, the Implementation Team will be responsible for all project work as specified in the Scope of Work, Section 2.3 of this RFP. The Vendor’s Project Manager will work closely with the LAHD Project manager on coordinating project activities and results. Vendors should specify the expertise and role of each individual in the Vendor’s Implementation Team. Pricing and hours should reflect the commitment of each individual to the project. **No substitution of Implementation Team staff members will be allowed without prior review of the qualifications and experience of the proposed Team staff member and written approval by the LAHD Project Manager.**

2.2 LAHD Current Systems Overview

It is important to understand that the LAHD maintains its own financial records, but must interface with the City Controller’s financial (FMIS) and payroll systems (PAYSR) as the City has the legal responsibility to generate warrants (checks) from the City of Los Angeles to its vendors or employees. Further note, that LAHD relies on the City Personnel Department for applicant and selection processes as well as benefits administration. Note that the City is in the process of replacing FMIS with a new financial management system – FMS, a CGI (former AMS) public sector financial application. While the City plans to have FMS in place by July 2011, all references made to interfaces with City financial and accounting systems refer to the existing FMIS solution.

2.2.1 Applications

Mainframe Applications: Presently, the LAHD functions are supported by a

diverse set of integrated (via batch process) and non-integrated applications. Core financial and timekeeping applications are supported by a combination of batch-oriented mainframe applications originally implemented in 1980. The applications were purchased and implemented using GEAC/INFOR E-Series – 96.01, or developed in-house in the COBOL environment. These systems operate in the IBM Mainframe environment running VM with VSE as a guest operating system. They use CICS with VSAM files. GEAC/INFOR uses a proprietary language “IE” (Information Expert) to create queries and reports. However, to make user queries and reports easier to generate, ITD staff extracts INFOR data and loads it to an SQL data warehouse and uses SQL and Crystal Reports for ad hoc reporting.

Reports for General Ledger, Accounts Payable, and the Available Funds Reports which are generated on the mainframe through GEAC/INFOR applications are sent to a report repository called LaserVault. Employees are able to view some of these reports in their entirety or by their specific division.

The mainframe modules include:

- **General Ledger (GL)** (INFOR): Contains the official chart of accounts and financial information for the Department.
- **Financial Controller (FC)** (INFOR): Translates monthly batch processed information from subsidiary financial system modules to the General Ledger.
- **Subsidiary Modules:**
 - **Accounts Payable (A/P) and Materials Management (Purchasing)** (INFOR): Processes purchase requisitions, purchase orders, vendor payments, and payments for employee travel and City Services. A/P contains the vendor master file records. The A/P module also processes approved vendor payments and also sends an interface to the City FMIS. The City FMIS returns data on actual amounts paid. A/P feeds the Department’s General Ledger through the Financial Controller via a monthly batch process.
 - **Accounts Receivable (A/R)** (INFOR): Processes revenue receipts to the Department. It receives payment information from the Wacovia EDI Lockbox application and the current Billing system. Presently, the A/R module interfaces with the Department’s General Ledger through the Financial Controller via a monthly batch process. Via the INFOR financial and A/P modules, 1099 tax information is generated and sent annually to the City FMIS.
 - **Payroll** (Custom-Developed): Process biweekly time and attendance data for regular employees, hiring hall (on-demand workers), part-time workers, and student workers; produce labor and benefit expense information for financial reporting and cost accounting purposes; summarize data and transmit to the City of Los Angeles Controller’s Office to generate paychecks. Timekeeping is fed from the Department’s

HDTIME application – a customized server based application. HDTIME in turn interfaces with the City's Payroll System PAYSr (discussed below). The current INFOR Payroll module provides information on workers compensation related costs (Injured on Duty, therapy, Light Duty etc) to Risk Management via the mainframe and through an SQL query. It also supplies information to the GL via the Financial Controller for cost allocation and tracking of salary expenditures. Payroll has a historical database for storing time reporting information. Labor charges are calculated biweekly and posted to the GL through the INFOR Financial Controller.

- **Fixed Assets (FA)** (INFOR): This module tracks the Department's fixed assets, and maintains schedules for asset valuation, depreciation, and inventory.
- **Inventory Control (ICS)** (Custom-Developed): This custom developed module tracks inventory receipts at the main warehouse managed by Contracts and Purchasing Division (the Department stores). It uses the IDEAL Programming language/COBOL.
- **Database:** CA DataCom.

Server Based Applications: The following applications operate on the LAHD VM Microsoft Server environment. Unless specified otherwise, the database for each is MSSQL 2005 or 2008.

- **Time Reporting/HDTIME:** HDTIME was custom-developed by Hess & Associates to provide a time reporting module for the Harbor Department that would interface to the City's PAYSr Payroll System (Hess & Associates also developed PAYSr). It also interfaces payroll data to the Department's GEAC/INFOR Financial Controller module. On a daily basis, HDTIME receives leave balances and Form 41 (personnel actions) from the City's PAYSr. Employees or timekeepers enter timekeeping information and adjustments to HDTIME. At each pay period close, HDTIME sends data to the Department's mainframe which in turn sends information to PAYSr. PAYSr sends actual payroll data to the LAHD mainframe and the Accounting/Payroll Unit reconciles balances between HD Time, GEAC/INFOR Payroll, and PAYSr. HD Time also uses Crystal Reports as a reporting tool.
- **Billing:** The Klein Port Billing System (Version 5.1.2.33, database Version 5.1.2.21 MSSQL) is a COTS product of Klein Systems Inc. It provides port-industry revenue and billing structures– such as tariff, wharfage, and tenant/terminal lease conditions.
- **Budget (BPA)** (INFOR Server): The budget system is a newly implemented server based INFOR budget module, Version 10.1.4. Crystal Reports is used as the reporting tool. The Budget system is used to prepare and track the LAHD Budget and provide reporting to department managers to maintain accountability for budget expenditures. The Budget system resides on the VM server environment and also has a client environment on the PCs. While originally Budget data was only loaded annually using FTP, it now has a capability for

- uploading on-demand.
- **Laser Vault:** A server based application that presents reports from INFOR for viewing.
- **Crystal Enterprise:** Currently LAHD has Crystal Reports and Crystal Enterprise version XI to (1) allow users to create their own reports, (2) to request reports on demand, (3) to provide data access, and (4) to store reports and report templates.

Non-Integrated Server Applications: To meet their needs for information management, individual Divisions have created their own shadow systems for monitoring budgets, purchases, and inventory. Some are COTS packages and others are in-house developed applications using Microsoft Access or Excel. Key applications of interest to the ERP Project are:

- **Human Resources Access Database** (In-House Access 2007 application, 2000 database): The HR database is used for tracking position status/position control; case information on grievances, disciplinary and related actions; classifications, MOUS, employee information, special payment eligibility, etc. This operates on a standalone Access Database that operates on the Department's server. Special reports (such as the Vacancy Report) are generated for Department management use. The HR Database is accessible by HR personnel only.
- **Real Estate/Asset Information Management (AIM)** (COTS): The Real Estate Division is currently installing Asset Works "AIM" System 4.1 Version SP1 (a 64 bit system) to support leasing and property management. AIM uses Microsoft SQL Server Database 2008.
- **Construction and Maintenance MAINTSTAR System** (COTS): MAINTSTAR version 11.02 (produced by MaintStar Inc.) tracks maintenance and maintenance related work orders and related inventory. . MaintStar uses Microsoft SQL Server Database version 2008 as its database. Work Order processing tracks workload, work assignments, labor hours by work order, and related supplies, materials, and equipment costs to carry out the work order.
- **Enterprise GIS (eGIS):** eGIS is a department wide solution for storing, managing, and viewing geographic imagery and data. The eGIS is based on ESRI (ArcGIS 9.3.1) technology and Geodatabases (ArcSDE) which run on Microsoft SQL Server 2008. The data is viewed and edited from both AutoCAD and ESRI systems. The eGIS currently interfaces with AIM.
- **Project Information Control System PICS** (In-House, Microsoft Access): PICS has been developed in-house on the Microsoft Access 2007 application to track project status, schedules, and expenditures, estimate future expenditures by project, manage resources and priorities, produce financial and status reports on multiple levels (including projects and programs), and retain historical information such as cost, schedules, and status for Capital Improvement Projects (CIP). PICS is tied into several other Engineering and Construction Databases for information including the Correspondence Log,

Construction Payment System and the Engineering GIS. PICS is the first step in entering a project into the CIP. PICS information is downloaded into an in-house developed Dashboard for use by the Department. PICS is administered by the Engineering Division and is accessed and updated monthly department wide by the designated Project Managers. Engineering staff receive hardcopy reports from GEAC/INFOR on payroll (labor hours and dollars worked on CIP Work Orders) and hardcopy reports and accounts payables (costs charged to CIP Work Orders). Payroll and payables information is manually entered to PICS for tracking the overall CIP budget and project costs.

In addition to the above mentioned systems, Port Police utilizes various COTS solutions: INTime to support shift scheduling and training compliance, IntelliTrack for inventory and accountable property monitoring, and IA Pro for managing internal investigations.

2.2.2 Data Storage:

Mainframe: INFOR/GEAC - Total Mainframe capacity: 2 TB for production environment, plus 1 TB for testing:

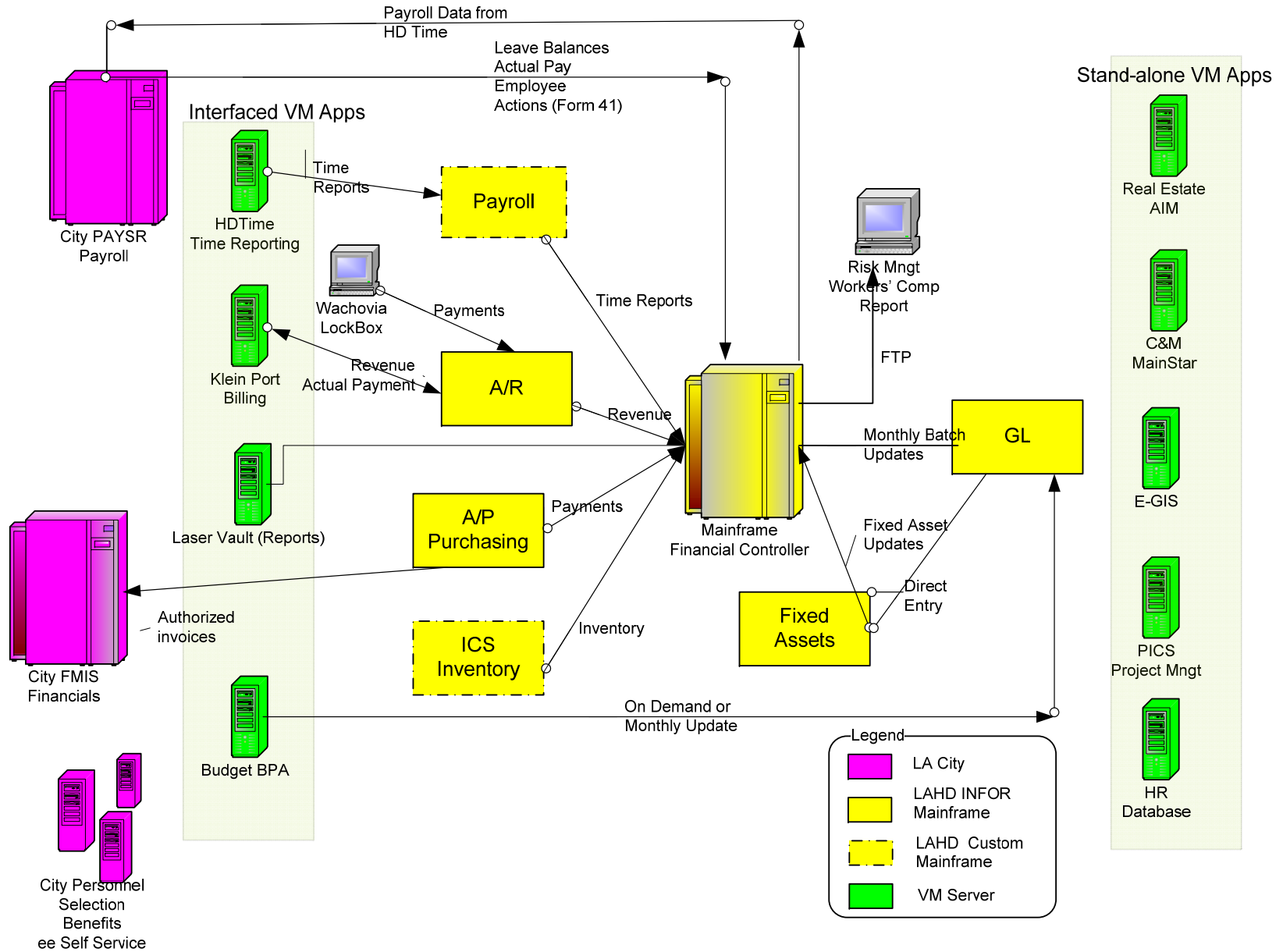
- Financial
- Payroll
- Accounts Payable
- Accounts Receivable
- Inventory
- Warehouse
- Fixed Assets

Servers: The numbers below represent current server storage capacity for the production environments only. Be advised that some of the systems do have dependencies on other servers/shared drives. The storage size quoted is only for the production environment. The test environment utilizes additional storage.

- BPA – Budget – 45 GB
- HD Time – 300 GB
- Klein Billing System – 400 GB,
Plus 20 GB historical data with growth projected at 2 GB per year.
- Construction Maintenance Management System (CMMS) – 60 GB
- Historical Payroll Worker's Compensation – 78 GB
- Asset Works – Real Estate – 154 GB

- Enterprise GIS – 3.3 TB
- Project Information Control System – 205 GB
- HR Database – 727 MB

Los Angeles Harbor Department Current System Architecture



2.2.3 Operating Statistics

Presented below are some key operating statistics that represent the scope and magnitude of the current operating environment at LAHD. Unless otherwise indicated, all numbers are annual.

2.2.3.1 Fiscal Year 2010/11

Operating Revenue	\$373 Million
Operating Expenses	\$221 Million
Capital Budget	\$266 Million

Total Personnel	989
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TEUs (Container Cargo Units – Twenty Foot Equivalent Units): 6.7 Million

Payroll cycle	Biweekly Pay – 26 pay periods
Accounting periods:	13 Accounting periods

2.2.3.2 Transactions

ITEM	NUMBER	ITEM	NUMBER
A/P - Accounts Payable Transactions	30,408	Journal Entries	1150 Regular 350 Fixed Asset 1500 Total
A/R - Accounts Receivable Transactions	22,000 Regular Receivables 14,000 Wharfinger Receivables (complex, multipage)	Purchase Orders (commodities only, not professional services)	1700 annually (Range – 800-2000 in past 4 yrs) 20%-25% over \$100K 75%-80% under \$100k
Average Number of Lines in A/R Billings	Regular – 1-20/ billing Wharfinger – 100/billing	Average Number of Lines in Purchase Orders	3-5 lines/PO (Range 1-20)
Fixed Assets	21,000 records	Personnel Changes (Form 41)	1,400
Number of Vendors in the Master File	*16,000 records (vendors may be represented 2-3 times)		

*Vendors may have multiple representations as they are represented separately for commodities, services, or equipment and supplies. If a vendor supplies all three, they would be in the Vendor Master File three times.

2.2.3.3 Number of Users

The tables below present an estimate of the number of users by module and organizational unit in LAHD. It should be noted that outside of the Finance & Administration Bureau, users would have query access, with some limited transactional access; i.e. such as entering Purchase Requisitions, creating budget plans, or entering time reporting adjustments.

Additionally, the Information Technology Division has the technical and programming staff members who would require systems administrator rights.

On-line time reporting would apply to nearly all employees, with the exception of building trades personnel in the Construction and Maintenance Division that do not reside in offices or have computer access.

Finance & Administration	Accounting	Financial Mngt	Contracts & Purchasing	Human Resources	Debt & Treasury	Info Tech	Audit	Risk
# Employees	30	12	18	17	6	45	3	11
General Ledger	8			2	6	3	2	1
Accounts Payable	11			2	6	3	2	1
Accounts Receivable	6				6		2	
Fixed Assets	4					3	2	2
Payroll	5	2		2		3	2	2
Budget		12		2	6	3	2	3
Purchasing			13	2		3	2	5
Inventory			8			3	2	2
Project Accounting	5					3	2	
Grant Accounting	6				6		2	
Debt/Treasury					6		2	
Human Resources	2	2	2	17	2	2	2	5

Development	Engineering	Construction	Commission Office	Environmental	Goods Movement
# Employees	93	69	5	29	2
General Ledger	2	2	1	5	0
Accounts Payable	8	2	1	5	0
Accounts Receivable				5	0
Fixed Assets		2		5	0
Payroll	8	2	1	5	0
Budget	2	2	1	5	0
Purchasing	8	2	1	5	0
Inventory		2		5	0
Project Accounting	8	2		5	0
Grant Accounting				5	0
Debt/Treasury					0
Human Resources	2	2	1	5	

<u>Operations</u>	Construction & Maintenance	Police	Wharfingers	Pilots
# Employees	279	223	24	29
General Ledger	7	3	2	2
Accounts Payable	4	3	2	2
Accounts Receivable	0	3	24	2
Fixed Assets	10	3	24	
Payroll	7	4	2	2
Budget	6	4	2	2
Purchasing	10	4	2	2
Inventory	12	3	2	2
Project Accounting	9	3		
Grant Accounting	0	4		
Debt/Treasury				
Human Resources	6	4	2	2

<u>Business Development</u>	Marketing	Planning	Real Estate	<u>Executive</u>	Exec Director	City Attorney
# Employees	12	14	24		18	
General Ledger	2	2	2		2	
Accounts Payable	2	2	2		4	
Accounts Receivable			24			
Fixed Assets	2	2	24			
Payroll	2	2	2		4	
Budget	2	2	2		2	
Purchasing	2	2	2		4	
Inventory						
Project Accounting						
Grant Accounting						
Debt/Treasury						
Human Resources	2	2	2		4	

2.3 *New ERP System*

2.3.1 Anticipated ERP Components

LAHD has organized the ERP requirements into the following components (See Appendix A – Functional Requirements). We recognize that vendor applications may be structured differently than as presented below.

- General Requirements
- Financial Modules:
 - General Ledger
 - Accounts Payable
 - Accounts Receivable
 - Fixed Assets
 - Grant Accounting
 - Project Accounting
 - Budget
 - Debt/Treasury
- Supply Chain Modules:
 - Purchasing and Contract Management (Including Small Business Enterprise Program)
 - Inventory Management
- Human Resources Modules:
 - Payroll/Time Reporting
 - Personnel Management

2.3.2 ERP Project Scope of Work

LAHD anticipates implementing ERP in three phases:

1. Replacing the applications and database on the mainframe, and implementing core financials and supply chain functionality in the first phase,
2. Human resources and time reporting functionality in the second, and
3. Other operational functionality in the third.

The following is a breakdown of the three phases and the scope of work for each phase:

PHASE 1 – Core Financials and Supply Chain/Move off Mainframe: This phase includes replacement of all mainframe applications and database, and implementing ERP functionality for financials and supply chain. It will include project kickoff, software implementation, functional requirements and implementation of the financials and supply chain modules, the implementation of the interfaces to the City's FMIS on A/P and 1099 transactions, an inbound interface from the lockbox, and the Port's Klein Port billing system, the conversion of historical data, and the installation of the technical environment. *LAHD will retain its current HD Time Reporting System. However, the ERP Project will be required to replace the following functionality: 1) FTP hours and amounts to City PAYSR; 2) FTP actual paid data from City PAYSR; and 3) reconciliation process.*

Phase 1 Notes:

- The Lockbox application will remain in place (but may need to be upgraded) with the ERP solution. The vendor will need to accommodate that interface. Further, the current mainframe oriented billing system is being replaced with a COTS solution – the Klein Port (billing system), a server based application (this is discussed below).

- Klein Port will remain in place and be interfaced with the ERP solution. The ERP vendor will be responsible for writing and implementing this interface. The interface should receive billing data from Klein to the ERP, and send back payment information to Klein from ERP. 1099 data will need to be sent to the City via the ERP solution as an interface.
- The budget module will be replaced by an ERP solution.

Although not implemented in Phase 1, the overall ERP design and solution implemented in Phase 1 must be able to provide the following in future phases:

- It will be required that the ERP Solution incorporate the functionality of the HR Database into the implemented solution.
- It is anticipated that AIM will require information (via interface) from the ERP solution. While the exact format of data to be interfaced has not yet been determined, Real Estate would like to have information by lease or terminal customer on fixed assets, revenue, and costs relating to supporting a terminal/lease account. This could include posting costs from the Construction and Maintenance MAINTSTAR system on work orders relating to maintenance and repair for a terminal/lease account/customer.
- While the nature of the interface between ERP and MAINTSTAR has not been specifically defined, it is anticipated that MAINTSTAR would require labor rate information from the ERP, payables on associated purchases, and inventory costs from ERP. MAINTSTAR could then send work order cost information to the ERP for reporting and cost allocation purposes, or for interface with the Real Estate AIM system on costs relating to lease/terminal account/customer. There is also a need to use either MAINTSTAR or perhaps the ERP to conduct labor analysis for resource loading in order to assist in planning for work force assignments.
- While not an immediate priority for the ERP project, vendors are encouraged to supply examples of how GIS interfaces to ERP and the general values and benefits of such an interface.
- It is anticipated that the Port Police applications mentioned in Section 2.4 will remain outside of the scope of the ERP solution

Interfaces

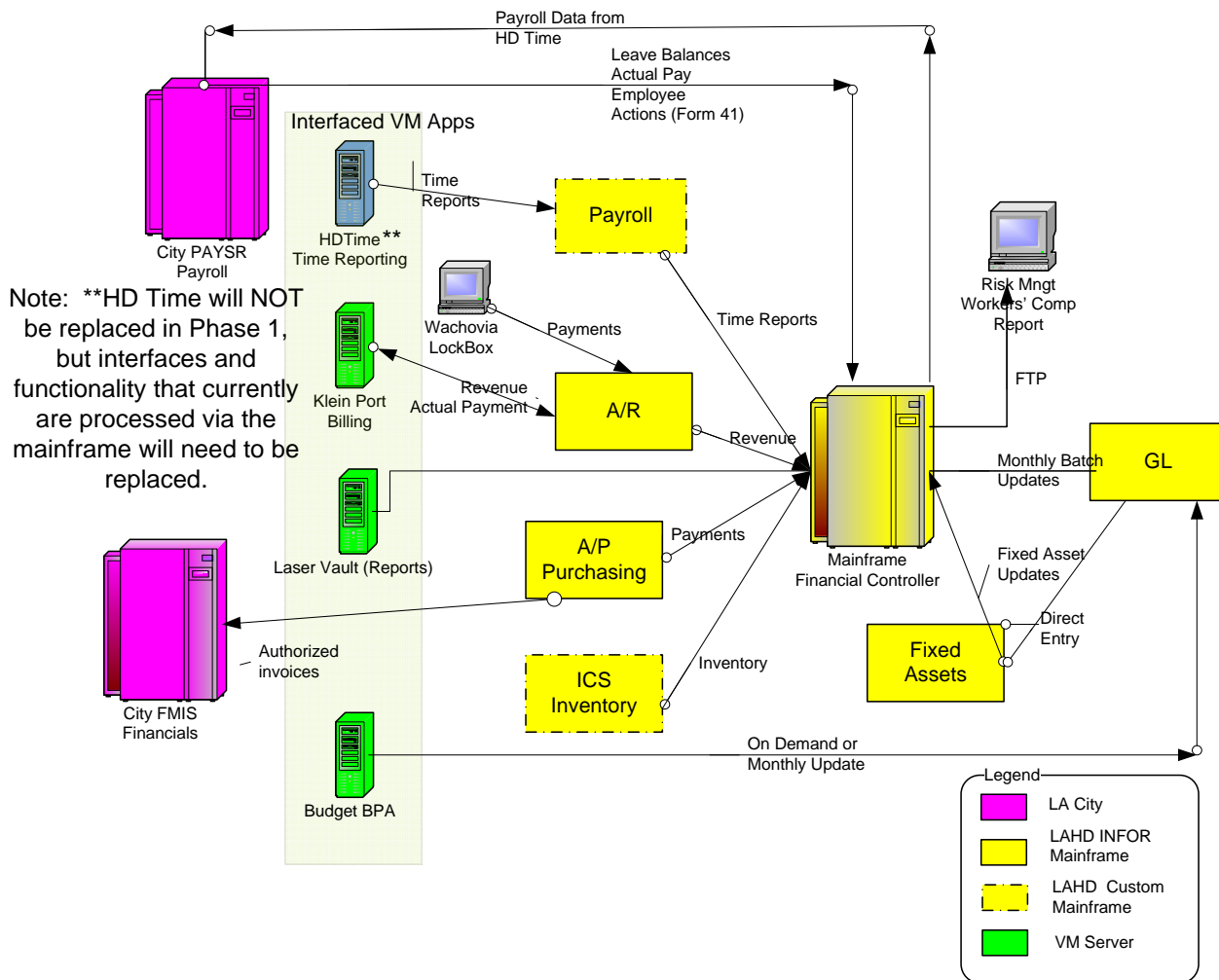
The ERP solution will require interfaces to other City systems and other Departmental systems. See APPENDIX B for the descriptions of the Interfaces. Note that the supporting documentation on interfaces relates to existing systems. Actual interface requirements for the ERP solution may differ. These include interfaces to:

- City's Financial Management Information System (FMIS) custom application (Current interface, will be replaced with interface to the new City FMS). There are two interfaces, one for A/P to generate vendor payment, and the second for sending 1099 Tax Reporting information.
- City's Payroll Replacement System (PAYSR) Hess & Associates Custom Application (Current interface). This interface will be implemented in two phases. Phase 1 will replace existing functionality of the Timekeeping/HD Time system inbound and outbound interface that is currently done through the mainframe to

PAYSR, in addition to the ERP interface. Phase 2 will expand on the interface for fuller functionality.

- HD Time – Hess & Associates Custom Time Reporting System for the LAHD.
- LAHD Klein Port Billing System V 5.1.2.33 (the existing billing system is interfaced, however when Klein Port is installed, it will require an interface to ERP).
- Lockbox to receive deposit transaction data from the Lockbox to the Accounts Receivable Module in the ERP.

Phase 1 Scope of Work



PHASE 2 – Time Reporting and Human Resources: This phase will include the implementation of time reporting/payroll (replacing HD Time) and human resources modules, and expanding the interface to the City’s PAYSr – as appropriate. It will also involve the conversion of historical data.

City payroll requirements are greatly driven by the pay conditions placed by the Memoranda of Understanding (MOU) with the City’s labor groups. The MOUs for the City can be found on the City Administrative Officer website at: <http://cao.lacity.org/MOUs/index.htm>. The City has 43 MOUs.

PHASE 3 – Operational: This phase include the implementation of operational modules of the ERP or implementing the interfaces to the systems below, and the conversion of historical data.

Operational Components

- LAHD Construction and Maintenance Work Order Management System – MaintStar (Not currently interfaced).
- LAHD Real Estate Lease and Property Management System – AIM – Asset Works Version 4.1 SP 1 (Not currently interfaced with Financial or Payroll).
- Project Information Control System (PICS) (Not currently interfaced with Finance or Payroll).
- LAHD Enterprise GIS - ESRI (Not currently interfaced with Financial or Payroll, but interfaced with AIM).

LAHD INTENDS TO COMPLETE ALL THREE PHASES. HOWEVER, LAHD WILL AUTHORIZE MOVING ON TO THE NEXT PHASE ONLY AFTER THE SUCCESSFUL COMPLETION OF EACH PHASE.

2.3.3 SYSTEM VOLUME

The new ERP shall be able to accommodate twice the LAHD's current system volume provided in Section 2.2 (e.g. - number of users, transactions, data storage), plus a minimum of 20% annual growth.

3. PROPOSAL REQUIREMENTS

3.1 Mandatory Pre-Proposal Meeting

Firms planning to submit proposals **must** attend a mandatory pre-proposal conference **at the Harbor Department Administration Building located at 425 South Palos Verdes Street, San Pedro. The meeting will be held in the Board Room at 10:00 AM on Tuesday, December 7, 2010.**

3.2 Proposal Submission

One (1) original with ten (10) bound copies of your proposal PLUS one electronic copy on a CD must be submitted on or before 3:00 PM on January 14, 2011 to:

By Hand/Mail Delivery: Contracts and Purchasing Division
 ATTN: Tricia J. Carey
 REF: Enterprise Resource Planning System RFP
 500 Pier 'A' Street
 Berth 161, 1st Floor
 Wilmington CA, 90744

Electronically transmitted proposals will not be considered.

All proposals will be date stamped as the Harbor Department receives them. The proposal opening will not be open to the public.

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered at the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person or by mail.

By submitting a proposal, Proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a written request that they submit additional written materials. Absent such written request, Proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

3.3 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by

a Department evaluation committee according to the following criteria: 1) experience of the firm, 2) experience and qualifications of personnel, 3) team availability, 4) project approach and work plan 5) rates, fees and budget control, and 6) quality and responsiveness of the proposal for meeting the ERP requirements as specified in this RFP. See Exhibit E.

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Director of the Information Technology Division and the Board of Harbor Commissioners.

Proposers are advised that any information submitted as part of this request for proposal becomes public information and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

3.4 Proposal Content

The following items shall be included in your proposal in the order described below. THE PROPOSAL'S MAXIMUM NUMBER OF PAGES IS FIFTY (50) DOUBLE SIDED, not including responses to functional requirements and resumes or brochures.

Proposal Cover

Clearly label the proposal covers with the company name, address and contact information, project name, and date. Label one as the "original".

Cover Transmittal Letter

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm and contain the following information for the key representative (s): email address, telephone number, facsimile number, and mailing address.

Table of Contents and Tabbed Section Dividers

Provide a table of contents identifying the proposal sections and page numbers with major sections separated by tabbed dividers.

Section 1: Firm Qualifications, Experience and References

- **Overview of Vendor Qualifications:** Provide a narrative that describes

the overall qualifications and experience of your firm, and of any subcontractors on the proposed project team. Include information regarding your firm's experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience in a port environment.

- **Minimum Qualifications:** The ERP system is critical to LAHD operations. Therefore, only proven software applications and experienced implementers will be considered. Minimum requirements are as follows:
 - Proposed software must be a Commercial-Off-The-Shelf (COTS) ERP application.
 - Proposed software vendor must have its ERP software in use at a minimum of one port authority in the United States. The ERP software may be previous versions of what is proposed. The installation must have been in production for a minimum of two years.
 - Proposed software vendor must have its ERP software in use at a minimum of three City, State or Federal agencies. The ERP software may be previous versions of what is proposed. Each installation must have been in production for a minimum of two years.
 - The prime contractor providing the implementation services must be either: 1) the software company, or 2) a certified partner of the software company at the time the proposal is submitted.

Proposals that do not meet all of the above Minimum Qualifications will not be considered.

- **Qualifications Narrative:** Additionally, include a narrative of your firm's expertise in the following areas:
 - Implementing the proposed ERP solutions within port organizations successfully.
 - Implementing the proposed ERP solution successfully in municipal, state and federal organizations.
 - Implementing hosting solutions (if proposed) successfully.
 - Certifications, partnerships, or alliances (specify) in the vendor solution and proposed supporting technical infrastructure (tools, OS, DBA or other as appropriate).
- **Project References:** Provide at least three project references that demonstrate your firm's capabilities to meet the minimum requirements and other requirements described above. For each reference, please provide:
 - Organization Name.
 - Project Name.
 - Date of the Project.

- Project Duration. (If phased over more than one year, describe the phases and durations.)
- Contact Information:
 - Name of client contact.
 - Title of client contact.
 - Phone and email of client contact.
- Description of the Project: Please include the vendor's role in the implementation (prime, subcontractor, system integrator etc). Describe the scope of the project, key accomplishments, tools or methodologies used, or other information that would be useful for assessing the project qualification.

Section 2: Project Organization, Personnel and Staffing

Provide a brief description of all key personnel and technical staff (including vendors, partners or subcontractors) to be involved and their relationship to the services to be provided.

- **Project Organization:** Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Department's Project Manager and supervision of project team staff. Provide a description of the project organization and roles and responsibilities of project participants at all levels of the project organization.
- **Staff Expertise:** Include names, titles, licenses, certificates, fields of expertise, and relevant port, state and local area experience for all proposed personnel and staff. Identify the certifications your proposed project implementation team has in the ERP solution, or in the tools and technologies used to implement and maintain this solution. For each team member, identify the name of team member, certification name, and the date the certification was issued.
- **Project Manager:** Identify the Project Manager for the proposed services and his/her experience in ERP implementation, particularly in port environments.
- **On-Site:** Indicate the on-site availability for Project Manager as well as other key staff during the lifetime of the project.
- **Resumes:** Place complete resumes for the proposed project team in Section 11.
- **Staff Substitutions:** NOTE: No staffing substitution will allowed on this project without: 1) prior written notification to the LAHD project manager, 2) the LAHD project manager's review of the qualifications of the proposed substituted staff member, and 3) express written approval by the LAHD project manager of the substitution. The LAHD project manager must approve any staffing substitution in advance of that individual's work on this project. Work conducted by staff not approved by the Project Manager will not be compensated.

Section 3: Overview of Proposed Solution and Technical Approach

Provide an overview of the proposed solution, its benefits and technical approach. Provide a narrative that demonstrates that your firm understands the project's requirements and presents a logical technical approach to the project scope of work.

- **Solution:** Provide an overview of the solution, and the organization of the modules. Provide a comparison of the LAHD ERP Functional Requirement Modules (as per APPENDIX A), to the proposed ERP solution modules. Provide a matrix comparing the proposed solution to the organization of the LAHD Functional Requirements.
- **Technical Approach:** The technical approach to the project.
 - Methodologies: Describe as appropriate the methodologies applied throughout the project. Present the systems implementation methodology utilized in your proposed approach.
 - Toolkits: Describe any toolkits or strategies used to support final system design and configuration.
 - Technical Capabilities: Describe how the technical capabilities of the proposed project team are applied to various aspects of the project approach.
 - Change Management: Describe how change management is incorporated into the overall project approach. Describe the change management approach used to gain user acceptance and control costs.
 - Function Fit Analysis: Describe the approach to the function-fit analysis, business process analysis, and business process modeling.
 - Interfaces: Describe the approach to accomplishing the interfaces required by the scope of work. Describe any tools or methodologies you will utilize to accomplish the interfaces.
 - Total Cost of Ownership: Describe how the approach will minimize modifications to implement a “vanilla” solution. Describe how the approach will minimize Total Cost of Ownership over the lifecycle of the proposed ERP Solution.
 - Data Migration: Describe the approach to data migration from legacy systems to the ERP relational database environment (Describe your firm's experience with mainframe data structures).
 - Training: Describe the approach to structuring and delivering training to technical, casual users, expert/power users, and management.

- **Module Structure and Capabilities**

- Describe the capabilities of the solution that you would propose and how it addresses these modules. If your solution's modules are different – please map and compare how your solution addresses these modules.
- Identify and describe other additional modules that your solution may provide. Describe your recommendations for implementing each module. Indicate if there is a critical path for implementation.
- Describe the interoperability among the component modules of the ERP solution and how they share enterprise information.
- Is it possible to implement your ERP solution in a phased approach, and if so, in what order would it be best to implement your solution?

Section 4: Project Approach, Work Plan, and Timeline

Present a detailed work plan and work breakdown structure for carrying out the implementation scope of work. Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.

Discuss the proposed project implementation phasing rationale and approach. Identify the extent of on-site work being proposed for design, implementation, testing, system turnover, and training. If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed. Present the Work Plan and Work Breakdown Structure as follows:

- Using the scope of work presented in this RFP, present a narrative work plan detailing major tasks and subtasks and the work to be conducted in each. Include the results and deliverables for each major task and subtask.
- Provide a Work Breakdown Structure (WBS) identifying each phase, task and subtask. For each task and subtask, detail the number of hours by staff level.

Based upon the proposed project approach and work plan, provide a detailed project schedule that illustrates the duration of each phase, task and subtask and identifies results and deliverable milestones.

Provide a Project Gantt chart detailing the project schedule, phase, task and subtask duration, and highlight key milestone dates.

Identify warranty and ongoing maintenance duration periods and when they commence.

Section 5: Project Management and Invoicing

Describe your project management methodology and how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control.

The Project management proposal must include:

- Project kick off meeting.
- Regularly scheduled project team meetings.
- Written progress reports (to support invoicing).
- Issue and risk management tracking and resolution.
- Scope change control.
- Invoicing system to support all work conducted and all associated equipment invoices and packing slips.
- Invoicing will comply with the administrative requirements of the LAHD.

Section 6: Cost and Payment Schedule

Complete the Cost Template in Appendix D.

Deliverable Based Payment Schedule: The vendor will be paid based on LAHD's receipt and approval of project deliverables. The vendor should provide a payment schedule that tallies to the Work Breakdown Structure costs, based on price per deliverable per task/subtask.

- **Services:** Provide the pricing for labor costs by WBS as per Appendix D.
- **Hardware/Equipment/Technical Infrastructure Costs:** Provide a detailed equipment list /bill of materials for each application area with associated costs. Break out the initial purchase cost and ongoing maintenance cost for each major component.
 - **Hardware/Infrastructure Owned by LAHD**
 - Vendor provided hardware
 - Initial cost.
 - Maintenance cost.
 - Hardware and other infrastructure that LAHD is expected to provide
 - List and minimum specifications of hardware (e.g. – servers, storage, network requirements) and other infrastructure services (e.g. – minimum bandwidth, space), if any, that LAHD must provide. LAHD will develop estimates for these

minimum requirements and add these estimates to the total cost of ownership.

- **Hardware/Infrastructure NOT Owned by LAHD:**
 - Vendor hosted cost
 - Provide pricing of hosting alternatives if proposed.
 - Hardware and other infrastructure that LAHD is expected to provide
 - List and minimum specifications of hardware (e.g. – servers, storage, network requirements) and other infrastructure services (e.g. – minimum bandwidth, space), if any, that LAHD must provide. LAHD will develop estimates for these minimum requirements and add these estimates to the total cost of ownership.
- **Software Costs:** Describe the software licensing cost rationale and detail the licensing by software type. Identify the task/subtask associated with the billing for hardware/equipment or technical infrastructure items. ***Initial license cost and on-going annual maintenance costs shall be provided.***
 - ERP software.
 - Third party software.
 - Application.
 - OS.
 - Database.
 - Tools.
 - Related infrastructure software necessary for the system's implementation.
- **Other Expenses:** Provide a detailed list of estimated expenses by category. Identify related considerations and assumptions for these expenses
NOTE: Expenses must comply with the City Controller's Expense Reimbursement Policy (See APPENDIX C)
- **Other Services, as needed.**
 - Detailed schedule of hourly rates for other needed work for each title/role of professional services. Blended rates are not acceptable.

Section 7: Administrative and Insurance Requirements

Include with your proposal the following information:

- Provide with your proposal the Small Business Development Program Affidavit (NOTARIZED) and Contractor Description forms provided in this RFP as Exhibit B, fully filled out for your firm and any proposed subconsultants.
- Provide a letter from your insurance carrier indicating that the insurance requirements for this project as described in this RFP are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier must be aware of the indemnification requirements also set forth in this RFP. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award.

Section 8: Response to Functional Requirements

Respond to the functional requirements as defined in APPENDIX A of the RFP. Each component of the functional requirements has instructions for Vendor Response Codes. Vendors must respond to each of the itemized requirements with one of the codes below, and may also provide comments in the space provided:

F = Fully Provided "Out of the Box"
RT = Provided with Reporting Tool
T = Configuration Using Built-In Toolset (survives software upgrades)
TP = Third Party Software Required
NV = Provided in the Very Next Version
C = Customization (requiring changes to underlying source code)
NA = Not Available.

Section 9: Hardware and Technical Requirements

Respond to the Hardware and Technical Requirements as defined in Appendix E of this RFP.

Section 10: Project Team Resumes

Provide copies of professional resumes of the proposed project team members. ***Vendors are cautioned to ensure that the resumes are concise and reflect relevant qualifications and project experience.***

Section 11 – Brochures and Other Supporting Information

Provide additional materials not specifically required by this RFP in Section 11 of your proposal. The evaluation team is not obligated to consider additional information in the evaluation of vendor qualifications. Please keep these materials to a minimum.

3.5 Submittal Checklist for RFP Requirements

A checklist is provided to assist in verification that all elements of the RFP have been addressed. However, firms are encouraged to review the entirety of the RFP, including the Standard Contract Provisions section, to ensure full compliance and not rely solely on this checklist.

- Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- Table of Contents and Tabbed Dividers
- Proposal with the following sections, in order:
 - Section 1: Firm Qualifications, Experience and References
 - Section 2: Project Organization, Personnel and Staffing
 - Section 3: Overview of Proposed Solution and Technical Approach
 - Section 4: Project Approach, Work Plan and Timeline
 - Section 5: Project Management and Invoicing
 - Section 6: Cost
 - Section 7: Administrative and Insurance Requirements
 - Small Business Development Program Forms:
 - Affidavit (Prime) Notarized
 - Contractor Description Form (Prime and any subconsultants)
 - Letter from insurance carrier indicating ability to meet insurance requirements for this project, including general liability, auto liability and workers' compensation.
 - Section 8: Response to Functional Requirements
 - Section 9: Hardware and Technical Requirements
 - Section 10: Project Team Resumes
 - Section 11: Brochures or Other Supporting Information

4. STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the Harbor Department. In submitting a proposal, proposer agrees to accept these terms without change. **If your firm cannot agree to the following requirements, exactly as set forth below, please do not submit a proposal.**

4.1 Affirmative Action

Consultant, during the performance of the Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of the agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit A.

4.2 Small Business Development Program

It is the policy of the Department to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned and all Other Business Enterprises (MBE/WBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit B.

NOTE: Prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org/>.

4.3 Business Tax Registration Certificate

The City of Los Angeles, Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department. See Exhibit C.

4.4 Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer's broker must be provided with the vendor's proposal. The letter should indicate that the requirements below are presently part of the proposer's coverage, or that the broker is able to provide such coverage should the proposer be selected. The broker must be aware of the

indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award.

1. Indemnity

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the 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 Consultant'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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA[®] is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or

self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Harbor Department, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

4. Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Port, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

5. Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires 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 Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all

employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

6. Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant shall certify that it has professional liability insurance in the amount of One Million Dollars (\$1,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a Waiver of Subrogation in favor of the Harbor Department, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

4.5 Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

4.6 Compliance with Applicable Laws

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of the Executive Director.

4.7 Governing Law / Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

4.8 Termination Provision

The Board of Harbor Commissioners, in its sole discretion, shall be able to terminate and cancel all or any part of the Agreement it enters into with the selected Consultant for any reason upon giving the Consultant ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Consultants to perform the services described in the Agreement either during or after the term of the Agreement.

4.9 Proprietary Information

The Consultant may not disclose to any party without City's permission any information developed pursuant to this Agreement. The Department will, however, have the right to disclose the information as it determines appropriate considering the nature of the information, its use and the laws applicable to the Department.

4.10 Trademarks, Copyrights, and Patents

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

4.11 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

4.12 Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Executive Director of the Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to

Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

4.13 Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60 day period. The Consultant is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

4.14 Taxpayer Identification Number

The Internal Revenue Service (IRS) requires that all Consultants and suppliers of materials and supplies provide a Taxpayer Identification Number (TIN) to the party that pays them. Consultant declares that its authorized Taxpayer Identification Number (TIN) is _____ . No payments will be made under the Agreement without a valid TIN.

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage

requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

Consultant and/or any subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or subconsultant's employees.

Consultant and/or subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and/or subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code § 5230 et seq. Consultant or subconsultant will maintain such compliance throughout the term of the Agreement.

4.17 Equal Benefits Policy

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit D.

4.18 State Tidelands Grants

The Agreement will be entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the Agreement will at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of the Agreement and the terms contained therein must be consistent with such limitations, conditions, restrictions and reservations.

EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract.

Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-

registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and

-
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT B – SMALL BUSINESS DEVELOPMENT PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Port of Los Angeles in a manner that reflects the diversity of the City of Los Angeles. The Port of Los Angeles Small Business Development Program (SBDP or the “Program”) was created to provide additional opportunities for small businesses to participate in any and all contracts. An overall Department goal of 25% has been established for the Program. The specific goal or requirement for each contract to be let may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including but not limited to, small business entities (SBEs), women-owned businesses (WBEs), and minority-owned businesses (MBEs). The Program will allow the Port to target more effectively small business participation (including MBEs and WBEs). It is also the intent of the Department to make it easier for small businesses to participate in Port contracts by providing education and assistance on how to do business with the City, including, but not limited to, insuring that payments to small businesses are processed in a timely manner.

A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

The SBDP is a results-oriented program, requiring contractors who receive contracts from the Port to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 5%.** Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Small business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant’s noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City’s audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant’s intent to comply with the Small Business Requirement. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City’s Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN).

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE MBE WBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature _____ Title _____
Printed Name _____ Date Signed _____

NOTARY

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who being duly sworn, did execute the _____
Name

foregoing affidavit, and did state that he/she was properly authorized by _____
Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public _____

Commission Expires _____

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

Contract Title: _____

Business Name: _____ Award Total: \$ _____

Owner's Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Contractor Description Form

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner’s Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner’s Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner’s Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

EXHIBIT C - BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance, has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance, to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

EXHIBIT D- EQUAL BENEFITS ORDINANCE

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

- (3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.
- (e) Applicability.
 - (1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.
 - (2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:
 - a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.
 - b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.
 - c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.
 - (3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.
- (f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:
 - (1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.
 - (2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.
 - (3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
 - (4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.
 - (5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

EXHIBIT E - RFP SELECTION EVALUATION FORM

PROJECT: Project name

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20. Example: 3+2+6+4+5=20 or 3+3+3+6+5=20

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work (e.g. ERP for similar organizations as the Port of LA)? Level of expertise in ERP areas.		3	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services. On-site availability of team and project manager. Locally based firm or team.		3	
C. Project Approach, Work Plan, Management and Timeline	Will the proposed work plan realize the ERP requirements, objectives and critical success factors? Quality of project management, change management, and timeline.		5	
D. Rates, Fees and Budget Control	Competitive rates and fees based on initial cost and total cost of ownership. Budget management, fees and staff hours proposed and clearly defined?		3	
E. Quality and Responsiveness of the Proposal	Does the proposal solution meet the ERP requirements, including business, functional and technical? Is the proposal clear and understandable?		6	
	Maximum points possible=100		A+B+C+D+E=20	Total Points=