

Human Resources Division

On-Call Labor Relations Services

REQUEST FOR PROPOSALS



April 20, 2009

April 20, 2009

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR ON-CALL LABOR RELATIONS SERVICES

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide On-call Labor Relations Services. 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	April 20, 2009
Pre-Proposal Teleconference (mandatory)	May 5, 2009
Proposals Due	May 21, 2009

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

For questions regarding this RFP, please contact Steven F. Baker, Sr. Personnel Analyst II, in writing at 425 S. Palos Verdes Street, San Pedro CA 90731 or by email at sbaker@portla.org. Questions will be answered in writing and sent to the original requestor, posted on the Department's website at www.portoflosangeles.org and sent via e-mail to all known recipients of this RFP. Firms wishing a hard copy following e-mail responses must specifically request such response. 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 Department's Contracts Management Database, e-diversityXchange. You can register by going to www.portoflosangeles.org and clicking on the 'Business' link.

Sincerely,



TISH LORENZANA
Director of Human Resources

HR4829.SFB

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1. INTRODUCTION

1.1 Brief Overview of the Project

The Human Resources Division is soliciting proposals from qualified consultants to provide labor relations services on an as-needed basis. The purpose of this Request for Proposal (RFP) is to establish a pool of qualified consultants to address immediate and future labor relations services on an on-call basis. Once a qualified pool of consultants is established, an interview process will be used to select a firm with which to negotiate a contract. Qualified consultants will be invited to participate in the interview if they have demonstrated labor relations expertise via this RFP process. Interviews with qualified firms may be held each time a need for services arises. This may result in several contracts. However, the labor relations services sought by this RFP will be utilized on an as-needed basis. As such, no work is guaranteed under this proposed agreement. The Port's Human Resources Division will act as contract administrator for any resulting agreement(s). 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. This is not a contract for legal representation. By Los Angeles City Charter, only the City Attorney may contract for legal services. The consultant may be a member of the State Bar but will not be representing or assisting the City as legal counsel or record. He or she will be performing expert consulting services in a lay capacity only.

- A. The Port employs approximately 950 employees in 175 different job classifications at facilities in San Pedro and Wilmington. These employees are represented by 11 different unions in 24 discrete bargaining units.
- B. The Port first contracted for Labor Relations Services in 1991. Since 1991, we have used the as-needed consultant to represent the Port at eight arbitration hearings, 14 disciplinary appeal hearings, and three unfair labor hearings.

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 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 Human Resources Division

Human Resources Division is responsible for providing personnel-related services including the selection, retention and development of a diverse workforce. Since most of the Department's staff is represented by labor organizations, this division represents the Department in communications with these organizations, reviews and makes recommendations regarding salary and benefit changes, and assists in resolving grievances and disciplinary matters. Human Resources is also responsible for logistics support including mail delivery.

2. PROJECT DESCRIPTION

2.1 Project Goals and Objectives

The Port is seeking proposals to provide labor relations professional services on an as-needed basis by establishing a pool of available consultants which the Department can draw from to represent the Port in connection with employee appeals from disciplinary actions filed with the City of Los Angeles' (City's) Civil Service Commission, grievance arbitrations filed with the City's Employee Relations Board, and unfair labor practice charges filed with the City's Employee Relations Board.

2.2 Project Scope of Work

The scope of work for this project will include preparing the Port's case, interviewing witnesses, developing case theory and strategy, examining and cross examining witnesses, introducing evidence, preparing and presenting opening statements and closing arguments, and preparing post hearing briefs or exceptions to hearing officer and/or arbitrator's reports.

Services may also include representing the Harbor Department in public meetings of the City's Civil Service Commission and Employee Relations Board. We anticipate such services may be required in connection with two or three cases per year.

3. PROPOSAL REQUIREMENTS

3.1 Mandatory Pre-proposal Teleconference

Firms planning to submit proposals **must** participate in a mandatory pre-proposal teleconference. **A teleconference will be held on Tuesday, May 5, 2009 at 10:00 a.m. PST. Interested proposers must call into (866) 230-1127 (callers in the U.S.) or (773) 843-6369 (International). The passcode is 6930412#. Please call (310) 732-3480 by Thursday, April 30, 2009, to reserve your spot for the pre-proposal teleconference.**

3.2 Proposal Submission

One (1) original with five (5) copies of your proposal must be submitted on or before 5:00 p.m. on Thursday, May 21, 2009 to:

By Hand Delivery: Steven F. Baker, Sr. Personnel Analyst II
Human Resources Division
Port of Los Angeles Administrative Office
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Steven F. Baker

By Mail Delivery: Steven F. Baker, Sr. Personnel Analyst II
Human Resources Division
P.O. Box 151
San Pedro, CA 90733-0151
Attention: Steven F. Baker

Electronically transmitted proposals will not be considered.

All proposals will be logged in as the Harbor Department receives them, and no proposal will be opened until after **5:00 p.m., on Thursday, May 21, 2009**. 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 of the Harbor Department and/or events in or around the Harbor Department Administration Building, 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

- A. Evaluation Process – All proposals meeting the requirements of this RFP shall be reviewed and rated by a Department evaluation committee to select which firms will comprise the qualified pool utilizing the Consultant Evaluation Criteria Form. **(See Exhibit H)**

B. Selection Criteria – The Selection Committee will score responsive proposals according to specified criteria. An unsatisfactory rating in any of the rating categories could result in disqualification of the proposal. The criteria that will be used to evaluate all submittals includes, but is not limited to the following:

1. Qualifications and Experience (30 points)
Experience in preparing for, presenting witness testimony and exhibits, and arguing employee disciplinary appeals, grievance arbitrations, and unfair labor practice charges in a civil service municipal government environment.
2. Understanding and Methodology (20 points)
Understanding of the scope of services and approach to serving as the Port's advocate for appeal hearings, arbitrations, and UERP hearings.
3. Personnel Experience (20 points)
Project personnel experience and capabilities relative to the scope of services.
4. Proposed Fees (15 points)
Reasonableness of the fees for performing the work.
5. Submittal Documents (15 points)
Completeness and clarity of responses to this Request for Proposal.

The Selection Committee may, at its option, invite one or more firms to make a verbal presentation before determining which firms will comprise the qualified pool.

When a civil service disciplinary appeal, grievance arbitration, or unfair labor practice charge hearing occurs, a request will be sent to all firms in the pool for a cost proposal and one firm will be selected for the particular services needed at that time. Interviews with qualified firms may be held each time one of the above assignments occur. All recommendations are subject to the approval of the Director of Human Resources and the Executive Director of the Harbor Department.

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:

1. 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.

2. Firm Qualifications, Experience and References

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. 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. Qualifications and experience for proposed subconsultants should also be included.

Additionally, include a narrative of your firm's expertise in the following areas:

- ☐ Preparing administrative hearing cases for public agencies for presentation before a neutral hearing officer or arbitrator
- ☐ Interviewing witnesses
- ☐ Developing case theory and strategy
- ☐ Examining and cross examining witnesses
- ☐ Introducing evidence
- ☐ Preparing and presenting opening statements and closing arguments
- ☐ Preparing post hearing briefs or exceptions to hearing officer's and/or arbitrator's reports

3. 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.

- ☐ Include names, titles, licenses, certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
- ☐ Identify the Project Manager for the proposed services.
- ☐ Complete resumes should be provided as part of an appendix to the proposal.
- ☐ 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.
- ☐ Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.

4. Project Approach and Work Plan

Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described earlier in this RFP.

You may assume that your firm has been selected from the pool to represent the Department in a grievance filed by a group of employees that has been appealed to arbitration. The grievance pertains to an interpretation of an MOU article concerning the

amount of vacation to which these employees are entitled. The grievance has been processed through all steps of the grievance process.

- ☐ Using the assumptions described above, propose a typical work plan detailing major tasks and subtasks and the work to be conducted in each to prepare for and present the Port's case during an administrative hearing.
- ☐ If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.
- ☐ Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
- ☐ Provide a detailed list of estimated expenses by category. Identify related considerations and assumptions for these expenses.

5. Project Management and Invoicing

Describe 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:

- ☐ Issue/risk management techniques.
- ☐ Invoicing system to support all work conducted and all associated costs, including travel, hotel, meals and any other expenses to carry out the work.

6. Cost

Provide overall pricing and cost information for this project. Include hourly rates for all proposed team members and a total project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed subconsultants.

7. Contract Administrative Requirements

Include with your proposal the following information:

Provide with your proposal the Small Business Development Participation Affidavit and Contract 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.

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, if included (not required).
- ☐ Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Project Approach and Work Plan
 - Project Management and Invoicing
 - Cost
- ☐ Resumes for all proposed staff personnel provided in an appendix.
- ☐ Small Business Development Participation forms provided in this RFP are filled out providing requested information for prime and subconsultants:
 - Affidavit (Prime)
 - Contract 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.

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.**

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.

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 City, Consultant and all subconsultants must be registered with the Department's Contracts Management Database, e-DiversityXchange. You can register by going to www.portoflosangeles.org and clicking the 'business' link.

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.

Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer's broker must be provided with their 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.

General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of the 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 coverages 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 1 Million Dollars (\$1,000,000) 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 insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by 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. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its boards, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit D.

Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of the agreement automobile 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 Five Hundred Thousand Dollars (\$500,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its board, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit E.

Workers' Compensation

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 the Consultant shall comply with such provisions before commencing the performance of the tasks under the agreement. 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. See Exhibit F.

Indemnification

Indemnity for General Liability

Except for the sole negligence or willful misconduct of City, Consultant shall at all times indemnify, protect, defend, and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance of the Agreement that is caused by any act, omission, or negligence of Consultant, its boards, officers, agents, employees, or subconsultants regardless of whether any act, omission, or negligence of City, its boards, officers, agents, or employees contributed thereto; provided that (1) if the City contributes to a loss, Consultant's indemnification of the City for the City's share of the loss shall be limited to One Million Dollars (\$1,000,000), (2) notwithstanding the limitation in (1), Consultant shall remain responsible for one hundred percent (100%) of any loss attributable to it, and (3) the provisions in (1) and (2) apply on a per-occurrence basis.

Indemnity for Professional Liability (if applicable - see Insurance Assessment)

Except for the sole negligence or willful misconduct of City, Consultant shall at all times indemnify, protect, defend, and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses

of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance of the Agreement that is caused by any act, omission, or negligence of Consultant, its boards, officers, agents, employees, or subconsultants.

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.

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.

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.

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.

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.

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.

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.

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 Operations, 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.

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.

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.

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.

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.

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 G.

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 50%.** Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement.

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 Contract Description Form. The Contract 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 City, Consultant and all subconsultant's must be registered with the Department's Contract Management Database, e-DiversityXchange.

AFFIDAVIT

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following 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 _____

Contract 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: _____

Authorized Representative of Prime Contractor

Date

Contract 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: _____

Authorized Representative of Prime Contractor

Date

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 nearest 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) 626-9271
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BRANCH OFFICES

Van Nuys Civic Center	14401 Erwin Mall	(818) 756-8531
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W. LA City Hall	1828 Sawtelle Blvd.	(310) 575-8888
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Hollywood Office	6501 Fountain Ave.	(213) 485-3935
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San Pedro City Hall	638 S. Beacon St., Rm. 303	(310) 732-4537
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Westchester Municipal Bldg.	7166 Manchester, Rm. 9	(213) 473-6750
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Watts City Hall	10221 Compton Ave., Rm. 202	(213) 473-5109
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Los Angeles Harbor Department
Risk Management Division
**INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING
EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES, HARBOR DEPARTMENT**

Insured: _____ Date _____
(Contractor, Lessee, Permittee, Etc.)

Agreement/Reference No. _____

A. INSURED

1. To expedite completion of the Insurance requirements, please give your Insurance agent or broker a copy of the Insurance Requirements along with these Instructions and endorsement forms.
2. If your contract requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements.
3. All questions relating to Insurance should be directed to Harbor Department Risk Management (see item 10 below) or office responsible for your contract, lease, permit, purchase order, or other agreement.

B. INSURANCE AGENT OR BROKER

1. **Acceptable Evidence.** The appropriate Harbor Department Special Endorsements are preferred forms of evidence. No modifications to the form are permitted. Alternatively, certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the City Attorney. Certificates, Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable as evidence of Insurance. Binders are acceptable as interim evidence until policies are available.
2. **Multiple Policies.** More than one Insurance policy may be required to comply with the Insurance requirements. Endorsement forms appropriate to your Insured's agreement, contract, lease or permit are included.
3. **Signature.** Please have an authorized representative of the Insurance company manually sign the completed endorsement forms. Signatures must be originals as the City Attorney will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. **Underwriter.** The name and address of the Insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers.
5. **Acceptable Insurance Company.** All Insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
6. **Harbor Department Reference.** All written agreements will be covered unless noted otherwise.
7. **Coverage & Limits.** The coverage and limits for each type of Insurance are specified on the Insurance requirement sheet. When coverage is on a schedule basis, a separate sheet may be attached to the endorsement listing such schedule locations, vehicles, etc. so covered.
8. **Excess Insurance.** Endorsements to excess policies will be required when primary Insurance is insufficient to comply with the requirements.
9. **Additional Pages.** If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
10. **More Information.** Correspondence, questions, request for additional blank forms or assistance relating to the required Insurance are to be directed to the Harbor Department, Risk Management Division at (310) 732-3758 or faxed to (310) 833-8230.
11. **Submittals.** Completed endorsements should be sent to: Port of Los Angeles, Risk Management, 425 S. Palos Verdes St., San Pedro, CA 90731. Improperly completed endorsements will be returned for correction. **Delay in submitting properly completed endorsements forms may delay your insured's intended occupancy or operation.**
12. **Renewals.** For extension or renewals of Insurance policies which have the Harbor Department's Endorsement Form(s) attached, we will accept a renewal endorsement or certified copies of the full policy (with an original signature) as evidence of continued coverage if it includes the statement that the Insurance protection afforded the Harbor Department has been renewed under the same terms and conditions as previously approved.

Form 261 Rev. 12/03

Exhibit D

General Liability

City of Los Angeles - Los Angeles Harbor Department - Risk Management Section

GENERAL LIABILITY - ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insured's with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney	Board of Harbor Commissioners
Harbor Division	425 South Palos Verdes Street
425 South Palos Verdes Street	San Pedro, CA 90731
San Pedro, CA 90731	Attn: Risk Manager
5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

☐ Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company. Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners) Title: _____ Organization: _____ Address: _____ Telephone: _____		Report claims pursuant to this insurance to: Name: _____ Address: _____ Telephone: _____	
Includes (check as applicable): ☐ Broad Form Property Damage ☐ Personal Injury ☐ Independent Contractors ☐ Premises-Operations ☐ Explosion-Collapse Hazard ☐ Underground Hazard ☐ Products/Completed Operations		☐ Contractual Liability ☐ Owned Automobiles ☐ Non-Owned Automobiles ☐ Hired Automobiles ☐ Fire Legal Liability ☐ _____ ☐ _____	
Type of Coverage	Limits of Liability From To ☐ Per Claim ☐ Per Occurrence	Policy Period	☐ Deductible \$ _____ ☐ Self-insured Retention \$ _____ For _____ (Coverage) ☐ Per Claim ☐ Per Occurrence
Other Conditions:			
Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

Exhibit E Auto Liability

City of Los Angeles - Los Angeles Harbor Department - Risk Management Section AUTO LIABILITY - ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

☐ Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company. Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners) Title: _____ Organization: _____ Address: _____ Telephone: _____		Report claims pursuant to this insurance to: Name: _____ Address: _____ Telephone: _____	
		Includes (check as applicable): ☐ • All Autos ☐ Owned Automobile ☐ Hired Automobile ☐ Non-owned Automobile ☐ • _____	
Type of Coverage	Limits of Liability	Policy Period	☐ Deductible \$ _____
		From	☐ Self-insured Retention \$ _____
		To	For _____ (Coverage)
	☐ Per Claim ☐ Per Occurrence		☐ Per Claim ☐ Per Occurrence

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

Exhibit F Workers' Compensation

City of Los Angeles - Los Angeles Harbor Department - Risk Management Section WORKERS' COMPENSATION / EMPLOYER'S LIABILITY - SPECIAL ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured unless checked below in which case only the following specific agreements with the City of Los Angeles Harbor Department are covered:

☐ Agreement/Permit Number(s): _____

2. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles Harbor Department, this insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company. Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners) Title: _____ Organization: _____ Address: _____ Telephone: _____	Includes (check as applicable): ☐ Broad Form All States Endorsement ☐ Voluntary Compensation Endorsement ☐ United States Longshoremen and Harbor Workers Compensation Act ☐ Jones Act ☐ Other Continental Shelf Endorsement ☐ _____ ☐ _____									
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Type of Coverage</td> <td style="width: 33%; border: none;">Limits of Liability</td> <td style="width: 34%; border: none;">Policy Period</td> </tr> <tr> <td style="border: none;"><i>Workers' Compensation</i></td> <td style="border: none;"><i>Statutory</i></td> <td style="border: none;">From</td> </tr> <tr> <td style="border: none;"><i>Employer's Liability</i></td> <td style="border: none;"></td> <td style="border: none;">To</td> </tr> </table>		Type of Coverage	Limits of Liability	Policy Period	<i>Workers' Compensation</i>	<i>Statutory</i>	From	<i>Employer's Liability</i>		To
Type of Coverage	Limits of Liability	Policy Period								
<i>Workers' Compensation</i>	<i>Statutory</i>	From								
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Other Provisions:										
Named Insured and Address										
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement							

Exhibit G

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 H

RFP SELECTION EVALUATION FORM

PROJECT: **ON-CALL LABOR RELATIONS SERVICES**

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: Input using a range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. In establishing weights, perfect scores must total up to 100.

Weighted Score will be automatically computed.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work (ports, law enforcement and operations)? Level of expertise in subject matters areas?		6	
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?		4	
Project Approach, Work Plan, Management and Timeline	Quality of proposed work plan to meet project requirements? Quality of project management and timeline?		4	
Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		3	
Quality and Responsiveness of the Proposal	Is the proposal clear and understandable; does the proposal meet all of the RFP requirements?		3	
<i>Other, insert if Necessary</i>				
Small Business Program	Has the level of Small Business participation been met (<u>50</u> %)?	YES/NO		
Administrative Requirements	Are all required forms submitted and are they complete and accurate?	YES/NO		
Affidavit (Prime)				
Contract Description Form (Prime and subs)				
Insurance – Letter of Intent (Prime)				
	Maximum points possible must =100		Total Points	