



# **THE PORT OF LONG BEACH**

## **REQUEST FOR PROPOSALS**

### **FOR A**

### **PORT MANAGEMENT DASHBOARD**

**August 23<sup>rd</sup>, 2011**

**RESPONSES DUE:** 5:00 p.m. local time  
Friday, September 30th, 2011

**DELIVERY ADDRESS:** The Port of Long Beach  
Port Management Dashboard Project  
Attention: Prem Sundaram  
Information Management Division  
Port of Long Beach Admin Building  
925 Harbor Plaza  
Long Beach, CA 90802

**MAILING ADDRESS:** The Port of Long Beach  
Port Management Dashboard Project  
Attention: Prem Sundaram  
Information Management Division  
P.O. Box 570  
Long Beach, CA 90801

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## 1. INTRODUCTION

The City of Long Beach Harbor Department ("the Port of Long Beach" or "the Port") is soliciting written proposals from qualified organizations ("Proposers") to provide services to implement a Port Management Dashboard ("PMD"). The PMD will include the following capabilities in accordance with the instructions and requirements set out in this Request for Proposals ("RFP"):

- Display of high level management information relating to Port operations, projects and Port Divisions with "drill-down" functionality
- Dashboard utilizing capabilities of SharePoint 2010 Enterprise
- Integration of data from various database systems, including MS SQL
- Use of SQL 2008 Reporting and Analysis Services

The implementation of the PMD is intended to support the needs of Managing Directors and Division Directors at the Port.

Proposers should include the estimated cost of services and any additional software required to implement the proposed system effectively. It should be assumed that core software components have already been obtained by the Port.

### Objectives

The Port is seeking proposals to implement a Port Management Dashboard. The system is intended to:

- Provide Managing Directors and Division Directors access to critical key performance indicator and operational information through a simple to use web based portal
- Provide a central source of accurate and consistent information across the Port, so that decisions are made by the Directors using the same information
- Provide a way to reduce the administrative workload in generating reports, with the PMD replacing manual reports where possible to save time and effort
- Leverage the current SharePoint 2010 environment, maximizing the opportunity that this system provides for information collaboration and providing the 'first step' for the Port in its PMD initiative

In composing responses, Proposers should consider these objectives and propose a solution to maximize these achievements. This may include services, software or hardware not specifically mentioned to improve the system solution presented.

Additional benefits resulting from this project will include:

- Interaction with a variety of data sources through one interface
- Ability for management to receive email reports and alerts
- Introduction of the concept of an Information Portal
- Introduction of mobile access to business intelligence
- Minimization of additional software expenditures

The system will fulfill a vision of a Port Management Dashboard where Port Directors can have seamless access to information in one place, which is sourced from multiple data sources. This vision will require implementing four main dashboards that will each contain one or more of approximately 40 different data objects. Each Dashboard will need to be customizable to the needs of each manager.

The system will build upon the existing SharePoint 2010 infrastructure, and will be enhanced through the use of PerformancePoint services and SQL Server Reporting Services Integration, as well as other third party software integrations where recommended.

### **Summary of Services to be Provided**

The project will implement the Port Management Dashboard throughout the Port. Proposers should provide all necessary services including:

- Design
- Development
- Implementation
- Configuration
- Testing
- Training
- Support of the system for three years
- Assistance to the Port in acquiring any software components (to implement and operate the system)

The Port will directly acquire all necessary Microsoft software licenses; Intel based servers, storage systems, Microsoft operating system software, database software, desktop office software and other "commodity items" via its existing procurement process. Proposers may specify such commodity items but may be restricted from supplying certain software.

Proposers should also specify any specialist, proprietary or specially configured software necessary for the operation of the system under their proposal. Proposers may choose to supply the Port with such proprietary software. However, Proposers should note that technology solutions must meet Port standards.

As part of the services provided under the agreement, the successful Proposer is expected to ensure that any recommended software is fully compatible with the proposed system design.

As an integral part of this project, the selected Proposer shall, in summary:

- Specify any required application servers, software, or other items for separate procurement by the Port
- Develop necessary system design documents or artifacts for implementation including assisting the Port to finalize data objects to be presented on the PMD, defining dashboard screens and database design
- Create a prototype of the system on the Port's development and test SharePoint environments, prior to live implementation
- Implement the system in a Pilot phase with a select group of users at the Port to test the system is working correctly in a satisfactory function and to make modifications as necessary
- Build out all requested Port Management Dashboard data objects and dashboards (all reports, tables, charts, gauges etc.) creating appropriate database connection scripts to each underlying database and/or data warehouse as needed
- Rollout Production Port Management Dashboard to all users (approximately 50)
- Provide necessary system and user documentation
- Provide training to:
  - System administrators

- Service desk staff
- End users
- Provide on-going support and maintenance for three years

Please refer to Section 4 for detailed description of 'Services to be Provided'.

Proposers should assume they are to provide all services in conjunction with this RFP other than the provision of the commodity hardware and software items. Port staff will specify the data formats and standards required for interfacing to existing in-house systems.

The Port wishes to enter into an agreement with a single legal entity for the purposes of this project. Where a number of organizations wish to combine their responses as a single proposal, a prime-sub consultant relationship should be proposed.

### 1.1 Schedule of Events

The following tentative schedule has been established for the selection process and is subject to change by the Port:

| PROJECT MILESTONES                                 | DATE                     |
|----------------------------------------------------|--------------------------|
| Release of Request for Proposal (RFP)              | 08-24-2011               |
| Pre-Proposal Conference                            | 09-08-2011               |
| Deadline for Questions                             | 09-16-2011               |
| Answers to Questions Posting Date                  | 09-23-2011               |
| Proposal Due Date                                  | 09-30-2011               |
| Finalists Notified                                 | 10-14-2011               |
| Interviews and Demonstrations                      | 10-17-2011 to 10-28-2011 |
| Final Recommendation Determined                    | 11-04-2011 (estimate)    |
| Award of Contract by Board of Harbor Commissioners | 12-02-2011 (estimate)    |

### 1.2 General Information

This section outlines some of the most important aspects of this RFP. Detailed instructions for Proposers are provided at Appendix I. Proposers must ensure they comply with all of the conditions set out in Appendix I. Failure to comply with any of the conditions will be grounds for rejection of the proposal as **non-responsive**.

A pre-proposal conference will be held on Thursday, September 8th, 2011 in the Board Room at the Port of Long Beach Admin building. Attendance at the pre-proposal conference is optional but Proposers are strongly encouraged to attend. The meeting will begin promptly at 2 p.m. local time and is not expected to last more than 90 minutes. Attendees will be required to sign-in at the pre-proposal conference. A dial-in conference call number will be provided to Proposers that request the ability to join the meeting by telephone. Requests for dial-in access should be made via e-mail to [pmdrfp@polb.com](mailto:pmdrfp@polb.com) prior to 2 p.m. on Thursday, September 8th, 2011.

Proposals must comply with the format detailed in Section 6 of this RFP.

Proposals will be received in Long Beach, California, until 5:00 P.M. on Friday, September 30th, 2011. The postal address is:

Port of Long Beach  
Port Management Dashboard Project  
Attention: Prem Sundaram  
Information Management Division  
P.O. Box 570  
Long Beach, CA 90801

The delivery address is:

Port of Long Beach  
Port Management Dashboard Project  
Attention: Prem Sundaram  
Information Management Division  
Port of Long Beach Admin Building  
925 Harbor Plaza  
Long Beach, CA 90802

**Proposers must submit three (3) printed proposal documents (1 original and 2 copies) and one electronic version in either Microsoft Word or PDF format, in sealed clearly labeled envelopes (or boxes). Failure to meet the deadline will result in proposal disqualification without review.**

Questions concerning the Port's SBE/VSBE Program should be directed to the SBE Program at [sbeprogram@polb.com](mailto:sbeprogram@polb.com) or (562) 499-3472.

All other inquiries or questions regarding this RFP should be directed to:

E-mail: [pmdrfp@polb.com](mailto:pmdrfp@polb.com)

Postal Address: Port of Long Beach  
Port Management Dashboard Project  
Attention: Prem Sundaram  
Information Management Division  
P.O. Box 570  
Long Beach, CA 90801

Fax: (562) 901-1749

Questions will only be accepted in writing – either by letter or via e-mail. Questions via email are preferred. Questions will be accepted up to 14 days prior to the proposal due date, i.e. until 5:00 P.M. on September 16th, 2011. Answers to all questions will be posted on September 23rd, 2011.

Any attempt to lobby members of the Board of Harbor Commissioners, City Council, or Port of Long Beach/City of Long Beach staff between the time a solicitation is released until the announcement of contract award may result in disqualification from the selection process.

## **2. BACKGROUND**

This section provides Proposers with a brief background on the Port of Long Beach and an overview of the PMD Project.

### **2.1 The Port of Long Beach**

The Port of Long Beach is one of the world's busiest seaports and is a leading gateway for U.S.-Asia trade. The Port is the 2nd busiest port in the United States and supports about 1.5 million jobs throughout the nation.

The Port is a department of the City of Long Beach (the Harbor Department) and governed by the Long Beach Board of Harbor Commissioners (Board). The five members of the Board are appointed by the Mayor of Long Beach and approved by the Long Beach City Council. The Port's Executive Director (Director) is appointed by the Board and is responsible for leading the Harbor Department, which has over 400 employees and an annual budget of nearly \$1 billion.

The Port moves about \$150 billion in goods a year. The Port is a landlord port that develops and leases shipping terminals to tenants. Revenues are reinvested in new facilities and Port-related improvements. The Port is supported by its own revenues and does not rely on taxpayer funds to operate.

Additional information can be found on the Port's website at [www.polb.com](http://www.polb.com).

### **2.2 The PMD Project**

In 2006, the Port of Long Beach developed an Information Management Business Plan (IMBP). The IMBP set out a roadmap for new and improved information management systems that will support the goals set out in the Port's Strategic Plan. In March 2007, the Port commenced the implementation of the IMBP which will be completed in three phases. The management of the IMBP Program is supported by a Program Office which provides assistance with the management and execution of each project.

The Information Management Business Plan identified the need for Managing and Division Directors to have easy access to critical management information. This project will deliver management information by implementing four Management Information views (dashboards) in the PMD: Managing Director, Division Director, Project Information and Tenant Information. The Managing and Division Director Information views are targeted specifically to the needs of the Managing Directors and the Division Directors respectively, while the Project Information view will focus on providing information about the largest category of expenditure that the Port

incurs, and the Tenant Information view will address information regarding Port revenue, operations and the service provided to Tenants.

The IMBP team has already conducted the information requirements gathering phase, through personal interviews with all available Port Managing and Division Directors, and has identified the data objects that need to be presented. The intention is to have a Port Management Dashboard that will be able to deliver on the specific reporting needs identified, and be flexible enough to accommodate changes when future reporting information needs evolve, as well as following IM Division technology standards.

Furthermore, the Port has identified the databases that hold the information requested. The Proposer will be required to pick up the project from this point, to finalize the data object, dashboard and database designs, and implement the dashboards using the toolset desired by the Port. The Proposer should allow for the time it will take to become familiar with the IMBP and the work done to date on this project. To avoid delays in completing this project, there should be no duplication of the requirements gathering effort unless new information has come to light.

### 3. SCOPE OF PROJECT

In response to this RFP, Proposers are asked to provide primarily integration services, and software where recommended, for the implementation of the PMD. Further information about the system, including detailed functional requirements, is provided in Appendix IV.

The scope of the system and services for the PMD encompass:

- Implementing the full capabilities of SharePoint 2010 Enterprise edition for the creation of a series of PMD dashboards, including the use of PerformancePoint services
- Implementing the full capabilities of SQL Server 2008 Reporting and Analysis Services, and their integration to SharePoint to provide necessary reports with appropriate security
- Implementing four main dashboards that will each contain one or more of approximately 40 different data objects that have been defined. Each dashboard may need to be customized to each Director, with the intent that any one dashboard not show more than ten data objects

A data object is defined as a unique 'data widget' – for example a graph showing overtime data for all employees by month, or a drill down table showing expenses versus budget for a particular division for a particular month with variance performance indicators. At least 40 different data objects have been defined by the Port, and this should be the assumed number for you to plan your work tasks.

Tasks will include:

- Design Services – Completing the detailed design before programming starts. During this phase the 40 data objects will be finalized, as well as database and dashboard design and functionality
- Prototype Creation – Creation of initial four dashboards with an initial 10 data objects
- Pilot Test – Rollout to a test pilot group for user testing and feedback
- Full Rollout – Rollout of initial dashboards, and ongoing development of remaining 30 data objects
- Training – Training to support both Pilot Test and Full Rollout activities Three-year support

Proposals should address requirements outlined in Section 4, and in Appendix IV, and should address the evaluation factors related to the solution, Section 5.1.

The outcome of this project should provide a system with the following features:

- Four, easy to use, dashboards implemented using SharePoint 2010, including usage of PerformancePoint and Integration of MS SQL Reporting and Analysis services (SSRS, SSAS)
- A variety of data objects presented on the dashboards, connected to associated data sources existing at the Port
- Visually appealing dashboards, that look simple, clean and have drill-down capabilities where appropriate
- Utilization of schedule reporting and data alert features of SSRS
- One or more prototype mobile applications to demonstrate the systems capabilities on a mobile device.

The system will be used throughout the Port, in 21 divisions and offices. There will be approximately 50 users initially comprising Managing and Division Directors, as well as additional staff selected as appropriate.

## 4. SERVICES TO BE PROVIDED

The following sections outline the required services. Proposers are free to suggest additional services as part of their response. This section also describes the information required from Proposers as part of their response.

A description of the implementation methodology and experience of using the methodology in implementing similar systems must be provided.

A detailed schedule for all proposed tasks should be provided, specifying the party or parties responsible for completion of each task.

Vendors selected for demonstration will be required to demonstrate their knowledge of the components of the PMD system. The scope and detail of the demonstration will be up to the Vendor to decide. Demonstrations that are more comprehensive and relevant to our proposed configuration will have a competitive advantage.

### 4.1 Design Services

Upon award, a detailed technical design for the system will be prepared that clearly articulates each component of the system and how that component is to be configured or deployed. We fully expect the Vendor to require some time to 'come up to speed' on the work that has already been done as well as providing significant input during the design phase. The design will be expected to include and document, for each of the 40 data objects to be created, the following items:

- Identification of exact fields that will be used for the creation of each data object, based on a detailed review of each data source to identify the available fields, in discussion with project team. Data sources include both in-house databases and external web sites.
- Dimension definitions for each identified data object (time and measure dimensions) based on detailed review of data sources and discussion with project team, and analysis cube definition where required.
- Definition of presentation characteristics for each data object based on determination of available data, feedback from project team, and Proposers recommendations (e.g. table, chart, gauge)
- Definition of final system components and toolsets, based on proposed overall design provided by the Port (See Appendix IV) and incorporating any modifications included as a result of vendor recommendation
- Proposed design of initial four dashboards

Propose any required system design services. Identify all documents or design artifacts you will provide to the Port as part of the design approval process.

## **4.2 Prototype Creation**

Upon completion of an agreed design, a development prototype of the PMD will be set up at the Port to test all the components prior to implementation on production systems. This will ensure that all features and functionalities have been tested and proven 'in test' prior to full scale rollout. This prototype phase will include:

- Development of initial 10 data objects in the form of its table, chart or graph, with appropriate SQL Reports, SQL Database scripts as needed
- Security trimming of each data element, based on the role of each user
- Configuration of any additional software in order provide environment for Dashboards creation
- Development of each of the four base PMD dashboards (Managing Director, Division Director, Project and Tenant) in Port SharePoint 'Development' environment
- Development of prototype dashboards optimized for mobile devices
- Configuration of any additional software required

Propose any required system prototype services. Identify all documents or design artifacts you will provide to the Port as part of the prototype approval process, and any services required for preparation of acceptance tests to be attended by Port staff.

## **4.3 Pilot Test**

Upon completing the prototype, the Vendor will assist the Port in conducting a Pilot test. During this phase, selected Divisions will participate in a small scale rollout to test and debug the system before full rollout. It is anticipated that up to 10 users at the Port Admin building will participate in the Pilot. Tasks during Pilot phase will include:

- Deployment of the initial four PMD dashboards to Port SharePoint 'Test' environment
- Managing rollout to pilot users to obtain feedback and make changes to dashboards as required

Propose any services required to support Pilot Test Phase including training of internal IM staff.

#### 4.4 Full Rollout

After successful completion of the Pilot test, the PMD will be rolled out to all Managing and Division Directors. During this phase, the Port's Information Management (IM) service desk staff will assist in implementation. Proposed services to also include training and support of IM staff. Vendor will be asked to assist in roll out activities.

Tasks will include:

- Deployment of the initial four PMD dashboards to Port SharePoint 'Production' site
- Ongoing development of remaining data objects in terms of the programming of their presentation – chart, table, gauge, as well as security trimming
- Implementation assistance to 'fine-tune' deployed dashboards (customization of each dashboard to each Director, mobile views)
- Implementation of additional third-party software as needed for creation of dashboards
- Documentation of technical programming and scripts
- Documentation and creation of user guides as necessary

Propose any services required to support rollout of the PMD as well as services to support the IM service desk staff in rolling out PMD to all Directors.

#### 4.5 Training

The Port believes that thorough, effective training will be critical in attaining its objectives. Training may be proposed for:

- Managing and Division Directors
- IM System Administrators
- IM Service Desk staff
- Super Users (users at Port identified with high computer skills)

The Port has a dedicated computer training facility known as the "Technology Education Center". Proposers may assume that the Port will provide access to this training facility with networked computer workstations, suitable for training up to 18 persons at a time.

Describe how you will help the Port become self-sufficient within a period of three years in administering and supporting the proposed system. The number of users to be trained is approximately 50.

#### **4.6 Software Maintenance**

Propose any necessary upgrade and maintenance services for any custom application software, and the date it will start, including the office locations from which the maintenance services will be provided. Propose services for software additions and enhancements to proposed existing PMD application software. Describe how subsequent versions of any software will accommodate custom written routines if applicable.

#### **4.7 Support**

Propose all on-going support that you are able to provide. Describe the types of support you offer (for example, on-site, telephone, dial-in), hours of availability, guaranteed response and problem resolution times. Support should be proposed for three years.

Detail the proposed response to major system failures.

#### **4.8 Disaster Recovery Documentation and Testing**

The Provider will create detailed Disaster Recovery documentation for the all systems implemented. The Disaster Recovery documentation will include detailed instructions for IM staff on the steps they must follow to recover the PMD system in the event of failure. The documentation will also include an assessment of system risks and provide suggestions for mitigating any high impact risks. Test Disaster Recovery scenarios will be developed and the Provider will work with the IM staff to execute these tests.

#### **4.9 Other Services**

Propose any other services that are considered necessary to complete this project.

## 5. SELECTION CRITERIA

All proposals received will be evaluated by the Port in accordance with evaluation criteria that are set out below. The evaluation process will have five steps:

1. Proposals will receive a financial evaluation where the cost proposals are considered.
2. A number of shortlisted Proposers will be selected for interview and demonstration of capabilities and experience. Any necessary clarification will be sought out at this time. During this process, shortlisted Proposers may be requested to update their technical proposal in line with any discussions that have occurred and present a "best and final" cost proposal based upon the updated technical proposal. All shortlisted Proposers will be notified should any of them be requested to submit a "best and final" cost and technical proposals.
3. If selected to interview and demonstrate capabilities during the selection process, be prepared to demonstrate proposed solution components, examples of existing work, and any suggested improvements the Vendor wishes to propose.
4. Following the interview and a review of any updated proposals, a recommendation will be made to the Board of Harbor Commissioners. Final selection of the Proposer and authorization of the agreement will be made solely by the Board of Harbor Commissioners. However, the Board reserves the right not to make an award, to make multiple awards, or to make a partial award.

### 5.1 Evaluation Criteria

The Port is expecting to receive proposals that meet the implementation services required and outlined in this document. It is also an objective to use a vendor that has implemented such software and services before. Therefore, proposals with a number of comparable current references using the same technologies will gain competitive advantage.

The technical evaluation will consider the following factors:

- Services to be Provided
  - Demonstrated understanding of the Port's needs (consideration of RFP's objectives)
  - Quality of the overall work plan

- How well the proposed services meet or exceed the Port’s RFP requirements
- Quality of the staff proposed to assist the Port
- Completeness of response
  
- Vendor’s Experience and Overall Qualifications, including:
  - Financial stability
  - Southern California area presence
  - Implementation methodology and experience of implementing similar systems
  - Training and support capabilities
  - References
  
- Software to be Provided (if any)
  - Reason for recommendation of additional software including:
    - Functionality, as determined by responses to the requirements listed at Appendix IV
    - Ease of use
    - Range of pre-programmed software
    - Extent of software modification / development / configuration required
    - Flexibility to meet changing demands in the future
    - Package documentation and “Help” facilities
    - Required computer environment, which are infrastructure hardware, database, development tools, etc.
    - Availability of source code where appropriate
    - Security and audit facilities
    - Examples of system deployments
    - Size of user base, industries where deployed
    - References of installations including customer name, version, description of deployment, identified benefit from usage

The technical evaluation will be based upon determination by the Port’s Evaluation Committee members as to how well each proposal meets the Port’s requirements as presented in this RFP.

The financial evaluation will additionally consider:

- Reasonableness of Price, including:
  - Cost of services proposed
  - Package software license costs
  - Costs of any required custom software, modifications and configurations to existing software

- Service cost prior to the maintenance period
  - Service cost during the maintenance period
  - Training costs
  - Additional proposed service costs
  - Total cost
  - Support cost for three years
- Contractual arrangements

The evaluation is not binding on the Board of Harbor Commissioners who, at its absolute discretion and judgment, has the authority to make final decisions regarding this RFP.

## **6. INFORMATION REQUIRED FROM PROPOSERS**

The Port is interested in proposals that illustrate an ability to develop, implement, configure, maintain, provide training, and support for a period of three years for a system that meets the needs of the Port. The Port will be impressed by concise, well-written explanations of proposed services and benefits. Lengthy narrative is discouraged. Proposals should clearly express the turnkey nature of the implementation.

Proposers should be aware that the specifications and requirements stated in this RFP are minimum requirements, and are encouraged to add software and services they feel will improve the overall PMD proposed.

All information submitted in proposals are subject to public records requests.

Proposals should be submitted in 8 1/2" x 11" size, using a simple method of fastening. Proposals should be typed and need not be unnecessarily elaborate. Proposers may additionally include any promotional material relating directly to their software products. We highly encourage Proposals to submit their proposals on recycled paper, double-sided.

Proposals should comprise two separate documents:

1. A technical proposal
2. A cost proposal

### **6.1 Technical Proposal**

The technical proposal must be organized as follows:

1. A letter of transmittal
2. Proposed services, including responses to the functionality set out in Appendix IV
3. Details of any additional required software
4. Qualifications, related experience and references
5. Staffing and project organization
6. Small/Very Small Business Enterprise Program Information (see Section 6.1.6)
7. Other supporting material

The requirements for each of these inclusions are detailed in the sections below.

### **6.1.1 Letter of Transmittal**

The letter of transmittal shall be addressed to the Board of Harbor Commissioners and must, at a minimum contain the following:

- Identification of the offering organization, including name, address and telephone number
- Acknowledgement of receipt of RFP and RFP addenda, if any
- Name, title, address and telephone number of contact person during the period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than one hundred and twenty (120) days from the proposal due date
- A statement certifying that there is no known conflict of interest
- A Contractor Certification Form (Appendix VIII), confirming that the Proposer accepts the agreement terms and conditions detailed in Appendix II of this RFP.
- Signature of a person authorized to bind the offering organization to the terms of the proposal
- Must meet all of the requirements to conduct business in the City of Long Beach (COLB)
- Must be registered with the California Secretary of State

A sample transmittal letter is included at Appendix V.

### **6.1.2 Proposed Services to be Supplied**

Provide all non-pricing information requested in Section 4 of this RFP.

This section must include a work plan detailing the proposed tasks and schedule for the services to be provided.

### **6.1.3 Details of any Additional Required Software**

Identify additional software that will be necessary in order to complete the implementation of the system.

If your proposal is based on any assumptions other than those set forth in this RFP, state those assumptions explicitly in your proposal.

#### **6.1.4 Qualifications, Related Experience and References**

This section of the proposal should establish the ability of the Proposer to provide the range of required goods and services satisfactorily.

The section should include:

- A summary of your business activities
- Products and services offered by your organization
- Number of years providing those products and services
- Number of employees
- Size and composition of customer base
- Southern California area presence
- A list of all existing customers
- A list of contracts that were terminated early, with explanation as to the reason for early termination
- Annual Financial Statements for the past three years and the current fiscal year to date

This information should also be provided for each sub-consultant that will provide goods and services under the agreement.

As part of their response to this section, Proposers must complete the Proposer Evaluation Form included at Appendix VI.

Proposers, including any proposed sub-consultants, must be able to demonstrate that they have carried out the range of services required under this agreement for at least three years.

#### **6.1.5 Staffing and Project Organization**

Identify the key personnel proposed to perform the work on the project, and indicate major areas of subcontracted work, if any. Include an organization chart showing the roles of the personnel, resumes of key personnel, and the time and duration that it is estimated that each will spend on the Port's work.

#### **6.1.6 Small Business Enterprise (SBE)/Very Small Business Enterprise (VSBE) Program**

The Port has established a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program to encourage small business participation on professional services contracts. Although SBE/VSBE participation goals were not assigned to this contract, **the Port strongly**

**encourages SBE/VSBE firms to respond to this solicitation as prime consultants.**

If a proposer is an SBE/VSBE and/or contracts with an SBE or VSBE, the proposer should submit an SBE/VSBE Commitment Plan (POLB Form SBE-2P, Appendix IX) with his/her proposal.

All small businesses listed on POLB Form SBE-2P must be registered and SBE certified on the Port's online database and e-procurement system (The Network), to receive SBE credit. Eligible small businesses may apply for SBE certification through The Network. To register and/or obtain SBE certification, log on to [www.thenetworkbidsystem.com](http://www.thenetworkbidsystem.com). Registration on The Network is free to all businesses.

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. To access the current table of small business size standards, log on to the NAICS website at [www.naics.com](http://www.naics.com) and click on the "Small Business Size Standards" link at the top of the page. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: architects/engineers \$4.5 million; landscape architects \$7.0 million; environmental consultants \$7.0 million; computer programming/design consultants \$25 million.

VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.5 million or less, or small business manufacturers with 25 or fewer employees.

Additional information regarding the Port's SBE/VSBE Program, including an Online Entrepreneurial Resource Guide and Frequently Asked Questions (FAQs), can be found on the Port's SBE website at [www.polb.com/sbe](http://www.polb.com/sbe).

Questions concerning the Port's SBE/VSBE Program should be directed to the SBE Program at [sbeprogram@polb.com](mailto:sbeprogram@polb.com) or (562) 499-3472.

### **6.1.7 Insurance Requirements**

Proposers should note that the selected Proposer shall comply with the various insurance requirements as described in Appendix I.16. Proposers may be required to undergo a financial review if they have certain self-insured retention, deductible levels and / or are performing high-risk work and that copies of audited financial statements may be required.

Please note that failure, for whatever reason, to provide the required documentation of insurance coverage within two (2) weeks of selection could disqualify your firm from contract consideration.

### **6.1.8 Other Supporting Material**

Information considered by the Proposer to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be provided to support the proposal. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; supporting material should be relevant and brief.

## **6.2 Cost Proposal**

Proposers should provide an itemized list for all software products to be provided listing the quantity, unit price and extended price.

In addition, the cost proposal should provide pricing in the formats set forth in Appendix VII, which contains the following schedules:

- Services Cost Schedule
- Software Cost Schedule
- Cost Summary Schedule

Notes should be used to explain or qualify any of the prices quoted in the software lists or schedules.

The cost proposal should be in a separately sealed envelope and clearly marked as such.

## **7. CONCLUSION**

The Port thanks Proposers in advance for their participation in this process.

## **APPENDIX I - INSTRUCTIONS TO PROPOSERS**

This appendix provides detailed instructions for the submission of responses to this RFP. Failure to comply with the conditions set forth in this Appendix will be grounds for rejection of a proposal.

### **1. REQUIRED REVIEW**

The Proposer shall carefully review this RFP without delay for defects and questionable or objectionable matter. Proposer adherence to this process and timeframe will help prevent the opening of a defective proposal upon which award cannot be made, but would result in the exposure of Proposer's prices.

### **2. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Thursday, September 8th, 2011 at:

Port of Long Beach Admin Building  
Board Room  
925 Harbor Plaza  
Long Beach, CA 90801

The meeting will begin promptly at 2 pm local time.

The purpose of this conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the Port's requirements. During the conference, Port staff will discuss with prospective Proposers the work to be performed and answer questions arising from the initial review of this RFP. Proposers should have reviewed the RFP thoroughly prior to the pre-proposal conference and be familiar with its content, as well as the Port's functional and technical requirements. Proposers are encouraged to e-mail any questions to the address specified in Section 1.3 of the RFP prior to the pre-proposal conference. This process will facilitate a more productive pre-proposal conference and result in Proposers obtaining answers to their questions more quickly.

The pre-proposal conference is not expected to take more than 90 minutes. It is recommended that Proposers plan sufficient time to attend the pre-proposal conference; information will not be repeated. However, Proposers who attend the pre-proposal conference and subsequently require further information in order to respond adequately to the RFP should e-mail additional questions to the address specified in Section 1.3. Responses to questions will be distributed to all registered Proposers.

Attendance at the pre-proposal conference is not a mandatory requirement for proposal consideration by the Port.

### **3. QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS**

Any attempt to lobby members of the Board of Harbor Commissioners, City Council, or Port of Long Beach/City of Long Beach staff between the time of solicitation is released until the announcement of contract award, may result in disqualification from the selection process.

Questions concerning the Port's SBE/VSBE Program should be directed to the SBE Program at [sbeprogram@polb.com](mailto:sbeprogram@polb.com) or (562) 499-3472,

All other inquiries or questions regarding this RFP should be directed as referenced in Section 1.3 of the RFP. All questions received prior to and during the pre-proposal conference, and up to 14 days prior to the submission of proposals, will be published on the Port's web site at [www.polb.com](http://www.polb.com) (under Trade/Commerce – Contractors/Vendors – RFQ/RFB) together with the Port's responses, to all organizations that have requested this RFP at the Port's website or attended the pre-proposal conference. Questions will not be accepted after 5:00 P.M. on September 16th 2011.

### **4. REVIEW OF PROJECT WORK**

Before submitting a proposal, the Proposer shall consider the magnitude and character of the work to be done and the difficulties involved in its proper execution. Proposer should make the best effort in including in their proposal all costs necessary to cover all contingencies essential to the proper installation of all hardware, software or services proposed. Claims for compensation for extra work resulting from ignoring any of known conditions on the part of the Propose will not be considered.

### **5. PROPOSAL FORMAT**

Proposals must follow the format detailed in the RFP. The RFP includes a number of forms which have been specially developed to facilitate efficient comparison of responses and must be included as part of the Proposer's response.

Proposers may regenerate the forms and schedules provided in this RFP for the purposes of their submission. However, Proposers are advised to be extremely careful not to make any mistakes because any material alteration to the format, content or intent of the forms and schedules may be grounds for disqualification of the proposal. Additionally, if any of the forms or schedules are regenerated, the labeling or heading of such pages must be as contained in this RFP.

Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

**6. CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm, any individual working under the agreement, or any sub-consultant has a possible conflict of interest (e.g. currently employed by the Port on another contract) and, if so, the nature of that conflict. The Port reserves the right to reject a proposal if any conflict disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposal to be developed by the Proposer. The Port's determination regarding any questions of conflict of interest shall be final.

**7. PROPOSAL VALIDATION PERIOD**

The proposal must remain valid for at least one hundred and twenty (120) days from the proposal due date. No Proposer may withdraw its proposal within this period.

**8. MAILING ADDRESS AND DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals will be received in Long Beach, California, until 5:00 P.M. on September 30th, 2011. The mailing address is:

Port of Long Beach  
Port Management Dashboard  
Attention: Prem Sundaram  
Information Management Division  
P.O. Box 570  
Long Beach, CA 90801

The delivery address is:

Port of Long Beach  
Port Management Dashboard  
Attention: Prem Sundaram  
Information Management Division  
Port of Long Beach Admin Building  
925 Harbor Plaza  
Long Beach, CA 90801

Proposers must submit three (3) proposal documents (1 original and 2 copies) in sealed, clearly labeled envelopes (or boxes). Failure to meet the deadline will result in proposal disqualification without review.

**9. PROPOSER AMENDMENTS TO PROPOSALS**

Amendments or withdrawals of proposals shall only be allowed if received prior to the proposal due date. No amendments or withdrawals shall be accepted after the proposal due date for any reason unless offered in response to the Port's specific request.

**10. NO PORT OBLIGATION**

Receipt of proposals and responses to this RFP does not obligate the Port in any way. The right to accept or reject any or all proposals fully or in part shall be exercised solely by the Port. The Board of Harbor Commissioners is not obligated to select the lowest cost proposal or to select one of the Proposers recommended by Port staff.

**11. THE PORT IS NOT RESPONSIBLE FOR PREPARATION COSTS**

All costs incurred in the preparation, submission and/or presentation of a proposal responding to the RFP, including but not limited to, the Proposer's travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and interview sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by the Port.

The Port will not pay any costs incurred for proposal or agreement preparation as a result of termination of this RFP or termination of the agreement resulting from this RFP.

**12. PROPOSAL PROCESSING**

All proposals shall be opened in private. Inquiries concerning the status of the proposal evaluation process will not be accepted. Results will be posted on the Port's web site at [www.polb.com](http://www.polb.com) at the time of award.

**13. PARTIAL PROPOSAL**

The Port reserves the right to delete certain portions of a successful Proposer's proposal. If the Port exercises this option, such action shall not increase the successful Proposer's obligations for any remaining portion of their proposal.

The Port shall not extract any portion of a proposal that, in its reasonable judgment, materially affects the Proposer's ability to perform its obligations under the remainder of the proposal.

#### 14. RIGHT TO USE IDEAS

All proposals and other material submitted become the property of the Port and may be returned only at the Port's option. The Port reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

#### 15. INSURANCE

Contractors are advised that the selected company will be required to comply with City of Long Beach Harbor Department insurance requirements and should prepare their cost estimates accordingly. **Documents regarding insurance coverage do not need to accompany the proposal. At this time this is for your information only.**

Proof of insurance coverage must be provided by the selected Contractor after selection. At that time, proof of insurance must be provided on the attached insurance endorsement forms (See Appendix X) or certified copies of the policies, which names the Port of Long Beach as an additional insured/endorsement holder. Standard ACORD forms will not be accepted in lieu of the required endorsement forms.

The selected Proposer shall comply with the various requirements as described in the sample contract, see Appendix II, and as indicated below:

As a condition precedent to the effectiveness of this contract, Consultant shall procure and maintain in full force and effect during the term of this contract the types and levels of insurance described below. The required insurance and the documents provided as evidence thereof shall be in the name of Consultant. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below:

##### **Commercial General Liability:**

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate. The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims, and defense costs shall be excess of limits. If

Consultant is using subcontractors the policy must include work performed "by or on behalf" of the Consultant. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Consultant or contain any other exclusion contrary to this contract.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 (2004) and CG 20 37 (2004) or their equivalent. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

**Business Automobile Insurance:**

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than five hundred thousand dollars (\$500,000) combined single limit per accident. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. If Consultant does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured

with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

### **Workers' Compensation:**

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease. The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

### **Professional Liability:**

Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000). Covered Professional Services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (e.g., any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.) under the Contract. Coverage shall apply on a Primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract. The policy of insurance required above shall be endorsed, as follows:

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the

Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium

**Deductible/Self-Insured Retention:**

Any deductible or self-insured retention must be approved in writing by the Executive Director and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

**Evidence of Insurance:**

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall deliver each required certificate of insurance, additional insured endorsement, notice of cancellation and waiver of subrogation containing the terms and conditions required by this contract to the Executive Director for approval as to sufficiency and to the City Attorney or approval as to form.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Executive Director evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**Failure to Maintain Coverage:**

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

**Acceptability of Insurers:**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

**Contractual Liability:**

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

**16. PROFESSIONAL SERVICES AGREEMENT**

A draft sample of the Agreement for Information Technology Products and Services that is expected to be executed with the successful consultant is attached as Appendix II. Please note that the proposed agreement contains many clauses which are standard in all agreements and not to be negotiable. If potential applicants cannot accept such terms and conditions, it is recommended to identify the exceptions in the proposal or the space provided of the Contractor Certification Form (Appendix VIII).

## **APPENDIX II – STANDARD TERMS AND CONDITIONS**

**AGREEMENT  
FOR  
INFORMATION TECHNOLOGY PRODUCTS  
&  
SERVICES**

**BETWEEN**

**THE CITY OF LONG BEACH,  
ACTING BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS**

**&**

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**DATE FOR REFERENCE PURPOSES: \_\_\_\_\_, 2011**

**AGREEMENT No.: \_\_\_\_\_**

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## **Exhibit A - PRIOR WORK PRODUCT**

## **Exhibit B - Statement of Work**

## **Exhibit C – General Indemnity and Insurance Terms**

## **Exhibit D – Pre-Existing Materials**



**AGREEMENT  
FOR  
INFORMATION TECHNOLOGY PRODUCTS & SERVICES**

**THIS AGREEMENT FOR INFORMATION TECHNOLOGY PRODUCTS & SERVICES** ("Agreement"), dated for reference purposes as of \_\_\_\_\_, 2011 by and between the **CITY OF LONG BEACH**, a municipal corporation, acting by and through its **BOARD OF HARBOR COMMISSIONERS** ("City") and \_\_\_\_\_, a \_\_\_\_\_ corporation, with a principal place of business at \_\_\_\_\_ ("Consultant").

WHEREAS, City requires the professional, expert, and technical information systems consulting services of Consultant to assist City in the \_\_\_\_\_[Describe Services]\_\_\_\_\_; and

WHEREAS, Consultant possesses extensive experience in \_\_\_\_\_[Describe Services]\_\_\_\_\_ as required by City; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required professional, expert, and technical information systems expertise;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. DEFINITIONS**

Capitalized terms used in this Agreement shall have the following meanings:

- a) **"Authorized Subcontractor"** shall mean a subcontractor or service provider of Consultant who has been approved by the City beforehand and in writing to carry out any part of Consultant's obligations under this Agreement.
- b) **"Board"** shall mean the Board of Harbor Commissioners of City.
- c) **"Change Order"** shall have the meaning assigned to it in SECTION 3 ("CHANGE ORDER PROCESS").
- d) **INTENTIONALLY OMITTED.**

- e) **“City Work Product”** shall have the meaning assigned to it in Section 14(a) (“Disclosure of Work Product”).
- f) INTENTIONALLY OMITTED
- g) **“Confidential Information”** shall have the meaning assigned to it in Section 15(a) (“Protection”).
- h) **“Contract Administrator”** shall mean the City’s representative who has been identified as such from time to time by the City, and who shall have authority to act for the City under this Agreement.
- i) **“Deliverables”** shall mean collectively all items provided or to be provided by Consultant hereunder, including without limitation all Software and Services.
- j) **“Developed Software”** shall mean Software, in both Object Code and Source Code formats, which is not Existing Software, and which is identified as such in a Statement of Work. Developed Software shall also specifically include databases and the data residing in those databases.
- k) **“Disclosing Party”** shall have the meaning assigned to it in Section 15(a) (“Protection”).
- l) **“Documentation”** shall mean all information reasonably necessary or desirable, or as described in a Statement of Work, to be provided to Consultant by the City which describes the form, features or operation of the Deliverables and which is contained in a tangible medium, such as written format, tape, magnetic or other media, and including without limitation all Updates of Documentation and Documentation which the City may require at any time.
- m) **“Effective Date”** shall mean the first date upon which all of the following shall have occurred: (a) this Agreement has been signed by the City by the person authorized by the City to sign on its behalf and also signed by the Consultant’s authorized representative; (b) this Agreement has been approved by the Board, or by the City’s Executive Director when authorized to give such approval; and (c) the Office of the City Attorney has indicated in writing its approval of this Agreement as to form.
- n) **“Error”** shall mean any material failure of any Deliverable to conform to its Specifications.
- o) **“Existing Software”** shall mean that Software, in Object Code format, which exists as of the Effective Date and which is identified as such in the Statement of Work, and includes Documentation and Updates.
- p) **“Fees”** shall mean those amounts to be paid to Consultant hereunder, and which are described as such in the Statement of Work.

- q) **“Force Majeure”** shall have the meaning assigned to it in SECTION 9 (“FORCE MAJEURE”).
- r) **INTENTIONALLY OMITTED**
- s) **“Indemnified Parties”** shall have the meaning assigned to it in SECTION 16 (“INTELLECTUAL PROPERTY AND DELIVERABLES INDEMNITY”).
- t) **“Invention”** shall mean any and all trade secrets, inventions, mask works, ideas, processes, formulae, Source Codes, Object Codes, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques existing as of the Effective Date or coming into existence thereafter.
- u) **“Invoice”** shall have the meaning assigned to it in Section 10 (c) (“Invoices”).
- v) **“Job Cost Report”** shall mean detailed, written or electronic records of the Consultant which describe fully Consultant’s costs in its performance under this Agreement, and including all periodic and cumulative amounts to date of revenue, costs, gross profit and billing information against bid projected costs, and sub-accounts for the different types of all cost categories.
- w) **“Maintenance”** shall mean the management of the City’s proprietary Clean Trucks Program Databases described in the Statement of Work.
- x) **“Object Code”** shall mean computer software programs, not readily perceivable by humans, and which are suitable for machine execution without the intervening steps of interpretation or compilation.
- y) **“Pre-existing Materials”** shall mean the materials described on Exhibit E, attached hereto and incorporated herein by reference.
- z) **“Project Plan”** shall mean that portion of the SOW specifying the Deliverables and the Schedule (including without limitation all start and end dates for all Tasks).
- aa) **“Receiving Party”** shall have the meaning assigned to it in Section 15(a) (“Protection”).
- bb) **“Schedule”** shall mean the schedule of Deliverables, dates and Fees described as such in a Statement of Work.
- cc) **“Services”** shall mean collectively, the Tasks described in each Statement of Work.
- dd) **“Shrink-Wrap Agreement”** shall mean any form of license or other agreement included with any Deliverables hereunder, and including without limitation any embedded “click-wrap” license agreement, or any license agreement which is presented under shrink-wrap or other plastic coverings the removal of which may be deemed to effect agreement with the terms of such license agreement.

- ee) **“Software”** shall mean collectively: (i) Existing Software; and (ii) Developed Software, and in all cases including all Documentation.
- ff) **“Source Code”** shall mean any sequence of statements or declarations written in human-readable computer programming language that is not in machine readable format and which is not suitable for machine execution without the intervening steps of interpretation or compilation.
- gg) **“Specifications”** shall mean collectively all operational, functional or other specifications with respect to any Deliverables, including without limitation all Documentation and those specifications described as such in the Statement of Work.
- hh) **“Statement of Work”** or **“SOW”** shall mean the description of the work to be carried out by Consultant, the Deliverables to be provided by Consultant, the Schedule to be met by Consultant, and the Fees to be paid, and contained in the format described in EXHIBIT B (“STATEMENT OF WORK”).
- ii) **“Task Assignment”** shall mean a written description of work activity provided by the City describing work to be carried out by Consultant, and consisting of at least one (1) Task and an associated Fee.
- jj) **“Tasks”** shall mean the smallest units of work activity described under each Statement of Work.
- kk) **“Update”** shall mean any modification of or addition to the Software or Documentation, including without limitation all new releases, versions, sub-versions, corrections, “patches” and maintenance releases, which Consultant may prepare, obtain, or have prepared at any time.
- ll) **“Viruses”** shall have the meaning assigned to it in Section 17(d) (“Viruses”).
- mm) **“Work Product”** shall have the meaning assigned to it in SECTION 14 (“RIGHTS IN WORK PRODUCT AND LICENSES”).

## 2. DELIVERABLES.

- a) **Services.** Consultant shall perform Services, strictly in accordance with each Statement of Work.
- b) **Software.**
  - i) **Existing Software.** Consultant shall provide Existing Software according to the Statement of Work, but in no event later than the delivery of any Developed Software with which such Existing Software is to be integrated pursuant to such Statement of Work.

- ii) **Developed Software.** Consultant shall prepare and deliver to the City all Developed Software, strictly in accordance with each Schedule.
- c) **Documentation.** Consultant shall prepare and deliver to the City all Documentation, strictly in accordance with each Schedule.
- d) **Authorized Subcontractors.** With prior approval of the City, the Consultant may enter into contracts and agreements with Authorized Subcontractors for the performance of portions of this Agreement. The Consultant shall at all times be responsible for the acts, errors or omissions of its Authorized Subcontractors and persons directly or indirectly employed by them. Nothing in this Agreement shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of, any sums to any Authorized Subcontractors or any other third party. No such Authorized Subcontractor shall be a third party beneficiary of this Agreement. Upon written request from the Contract Administrator, the Consultant shall promptly supply the City with all subcontractor agreements.
- e) **Site Visits by Consultant.** All visits by Consultant to the City's facilities must have prior approval by the Contract Administrator. Visiting Consultant representatives must carry City-issued identification badges, and conform to such security, safety and other requirements as the City may from time to time impose.
- f) **Permits.** The Consultant and its Authorized Subcontractors, officers, agents and employees shall obtain and maintain all permits and licenses necessary for the Consultant's performance hereunder and shall pay any third-party fees required therefor.

### 3. **CHANGE ORDER PROCESS.**

- a) **Process.** Unless expressly agreed to otherwise in a Statement of Work, the Specifications, the Schedule and the Fees are as described in such Statement of Work, and shall not be changed without the prior, written consent of the City. Provided, however, that in the event that the City wishes to change the Specifications or the Schedule, then the City shall so notify the Consultant in writing, describing the changes to be made and including written confirmation from the Harbor Department Risk Manager that no insurance is required for this change other than the insurance required in Exhibit "C.". The Consultant shall respond to such notification promptly in writing (and in no event later than ten (10) days thereafter) describing any increase in Fees which the Consultant seeks with respect to such changes. If thereafter agreed to by the parties, the parties shall record their agreement with respect to such changes, and increase in Fees (if any) in a written change order ("Change Order"), to be signed by the parties, and which will amend this Agreement. Invoices for Fees pursuant to Change Orders will be identified and issued separately from other Invoices.

- b) **No Obligation.** EXCEPT AS PROVIDED IN THIS SECTION 3 (“CHANGE ORDER PROCESS”), THE CITY SHALL HAVE NO OBLIGATION TO PAY, AND SHALL NOT PAY, ANY INCREASE IN FEES REGARDLESS OF ANY ADDITIONAL WORK CARRIED OUT UNDER THIS AGREEMENT BEYOND THAT WHICH IS EXPRESSLY DESCRIBED IN EACH STATEMENT OF WORK.

**4. SUBSTITUTIONS AND QUALITY.**

- a) **Substitutions.** Substitution of any other goods or services for Deliverables called for in any Statement of Work may not be tendered without the prior, written consent of the Contract Administrator. Consultant shall not use any specification in lieu of the Specifications contained in each Statement of Work without the prior, written consent of the City.
- b) **Quality.** The Consultant’s work shall reflect competent professional knowledge, judgment, and accepted industry practice. Subject to SECTION 11 (“TERM AND TERMINATION”), the Consultant shall promptly correct, or remedy any work, errors, or omissions, at its sole expense, which do not conform to the provisions of this Agreement.

**5. DELIVERY, INSPECTION, ACCEPTANCE AND REJECTION.**

- a) **Delivery.** Consultant shall deliver all Deliverables according to the Schedule to such addresses as may be from time to time specified by the City. Consultant shall strictly adhere to the Schedule specified in this Agreement. Time shall be of the essence of Consultant’s performance under this Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities of Deliverables specified herein are the only quantities required. If Consultant delivers in excess of the quantities of Deliverables specified herein, the City shall not be required to make any payment for the excess Deliverables, and may at the City’s discretion dispose of such excess Deliverables, return such excess Deliverables to Consultant at Consultant’s expense and risk, or make such excess Deliverables available for pick-up by Consultant.
- b) **Inspection.** The City shall have a reasonable period, in no event less than thirty (30) days, commencing with the date of delivery of Deliverables to inspect and test such Deliverables to ensure that such Deliverables fully conform to this Agreement, fully conform to their Specifications, fully conform to their Documentation, and fully comply with all representations and statements made by Consultant with respect thereto. Consultant shall fully cooperate and assist the City in the course of such inspection and delivery at no cost to the City. In the event of any failure of such Deliverables to so fully comply with any of the foregoing (each such condition to be considered an “Error”), the City may, at its discretion and upon notice, reject any or all such Deliverables. In such case, Consultant shall within forty-eight (48) hours of such notice remove all such Deliverables from the City’s premises (at Consultant’s sole expense), and replace such Deliverables with conforming Deliverables promptly (and in no event later than five (5) business days thereafter).

- c) **Acceptance and Rejection.** Upon the completion of the inspection and testing described in Section 5(b) (“Inspection”), the City shall inform Consultant of whether the corresponding Deliverables are accepted by the City. Any failure of the City to provide such notice within sixty (60) days of delivery shall be deemed a rejection thereof. The Consultant shall remove all rejected Deliverables promptly, and in no event later than five (5) days after such rejection. The City shall be free to dispose of any Deliverables which are not so removed. Acceptance of Deliverables shall not be construed to waive any warranty rights that the City might have at law or by this Agreement.

**6. SAMPLES.**

Consultant shall promptly provide to the City upon reasonable request from time to time, and without cost, samples or demonstrations of Deliverables for inspection and testing. Such samples must be identical in all respects to the Deliverables specified in each corresponding Statement of Work. Such samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned to Consultant at Consultant’s risk and expense.

7. **SAFETY AND ACCIDENT PREVENTION.** The City agrees to provide a suitable and safe environment at its facilities with respect to Services to be provided under this Agreement. In performing work under this Agreement, Consultant shall conform to all specific safety requirements contained in the Agreement and as required by law or regulation. Consultant shall take any additional precautions as the City may reasonably require for safety and accident prevention purposes, and shall at all times exercise reasonable and prudent judgment with respect thereto. Any violation of such requirements, laws or regulations shall be considered a material breach of this Agreement.

**8. PERSONNEL.**

- a) **Information.** The City shall provide reasonably necessary representatives with authority to act on the City’s behalf with respect to approvals, requests, and meeting scheduling.
- b) **Capacity.** Consultant warrants that the size of the staff employed by the Consultant in its performance hereunder shall be reasonably adequate in number and quality at all times to perform the work required by this Agreement and to add such addition personnel as are necessary to accomplish any work required by any Change Order.
- c) **Identification.** The Consultant shall furnish the City from time to time upon request the names, titles, and qualifications of its key project personnel and subcontractors, including without limitation individual resumes, and the tasks to be performed by such individuals. Upon receipt of such request, the Consultant shall respond within two (2) business days.
- d) **Approval.** The Contract Administrator shall have the right to interview and approve all personnel of Consultant and Authorized Subcontractors. Resumes of individual personnel will be reviewed and approved by the City’s Contract Administrator before the individual shall be assigned work. The Consultant shall minimize changes to any

Consultant personnel with respect to any Statement of Work. Any unreasonable assignment or discharge of such personnel may, at the City's option, be deemed a material breach of this Agreement by Consultant. The City shall have the right to request key personnel changes and to review and approve key personnel changes proposed by the Consultant. No change can be made without City's approval. The City shall have the right to require removal of any personnel with or without cause, which removal shall be effected no later than seventy-two (72) hours, or in the case of any removal requested for security or work rule reasons, immediately.

- e) **Control.** The Consultant's and the Authorized Subcontractors' personnel shall at all times remain under the control of the Consultant.

- 9. **FORCE MAJEURE.** If either party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, terrorist attacks, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Consultant or its Authorized Subcontractors ("Force Majeure"), then such party shall immediately notify the other party in writing, and such party's performance shall be suspended for the period equal to the period time of such cause for suspension of performance.

#### 10. FEES, INVOICES AND PAYMENT.

- a) **Fees.** The City shall pay the Fees described in each Statement of Work for Services and Deliverables which have been accepted by the City. Any Fees called for in any Statement of Work shall not increase unless expressly agreed to otherwise by the City. Unless expressly stated in a Statement of Work, all salaries, wages, or other payments (including without limitation any overtime) to any third parties, Authorized Subcontractors or employees, shall be the sole responsibility of the Consultant, and the Consultant hereby agrees to fully indemnify, defend and hold harmless the City with respect thereto.
- b) **Travel and Costs.** Travel time of the Consultant's personnel shall not be charged to, or paid by, the City unless specifically provided for in the Statement of Work. Any allowed travel time shall be at the City's own normal rates, without allowance for premium or overtime.
- c) **Invoices.** Upon the City's acceptance of each delivery of Deliverables (including without limitation acceptance of completed Services), the City shall so notify Consultant, and Consultant shall issue a written invoice ("Invoice") to the City with respect thereto. Each such Invoice shall meet all the invoice criteria described in EXHIBIT D ("INVOICE CRITERIA"), and shall contain the contract/purchase order number, the vendor code number, and the identification of material, equipment and/or services covered by the Invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the Invoice. All Invoices shall be accompanied by such written documentation as the City may reasonably require in order to support the amount and calculation of all

corresponding Fees. Invoices for Services shall be issued monthly for all Services provided during the immediately preceding month.

- d) **Payment.** Such Invoices, if correct, will be certified, and paid within thirty (30) days after receipt of Invoice. Invoice payments will not be made if the Invoice is received more than six (6) months after acceptance of corresponding Deliverables. No such Invoice shall be certified for payment, or paid, unless and until it shall first conform to Section 10(c) (“Invoices”) above. In the event of any dispute of any Fees under any Invoices, the City agrees to make payment of all undisputed amounts as hereinabove provided.
- e) **Business Tax Registration.** Consultant shall register and remain in compliance with during the Term of this Agreement the City of Long Beach Municipal Code Titles 3 and 5.
- f) **Taxpayer Identification Number (“TIN”).** Consultant hereby represents and warrants that its TIN is\_\_\_\_\_. No Fees shall be payable or paid to Consultant unless and until such TIN is verified by the City as valid.
- g) **Third Party Claims.** The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter or Deliverables produced hereunder), against the Consultant’s rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

## 11. TERM AND TERMINATION.

- a) **Term.** The term of this Agreement (“Initial Term”) shall commence upon the Effective Date and shall expire \_\_\_\_\_ thereafter, unless earlier terminated or extended as hereinafter provided. The City may, in their sole discretion, extend the Term of this Agreement by delivery of written notice to Consultant at least thirty (30) calendar days prior to the start of the extended period, which shall be a period of not less than thirty (30) additional calendar days.
- b) **Termination without Cause.** This Agreement may be terminated by the City, without cause, upon written notice. Upon receipt of such notice, the Consultant shall immediately stop all work under this Agreement. The Consultant shall be entitled to payment of Fees for all Deliverables completed, including without limitation Services provided (in both cases where accepted by the City), until the date of such notice, and also to reimbursement for reasonable and documented re-stocking charges imposed on Consultant by third party suppliers due to such termination, where such charges have been called to the City’s attention beforehand and in writing. The Consultant shall then deliver to the City, in an organized and usable form, all Deliverables “work in process” as of such date.
- c) **Termination for Material Breach.** Either party may terminate this Agreement upon notice, in whole or in part, for the material breach of this Agreement by the other party (including without limitation, in the case of Consultant, any such breach by Consultant’s Authorized Subcontractors) which has remained uncured for a period of ten (10) days from the date of notice thereof to the breaching party. Without limiting the generality of the foregoing: (i) any late payment of Fees by the City shall not, in and of itself, be deemed a material breach of this Agreement; and (ii) any failure of Consultant to timely perform Services or deliver other Deliverables according to any Schedule and this Agreement, shall be deemed a material breach hereof, and in such case the City shall also have the right to reject all such Deliverables. Also, in the event the Agreement is terminated in accordance with this Section 11(c) (“Termination for Material Breach”), the City may also take possession of all Deliverables in process and of all materials, tools, equipment, and property of the Consultant, which have been provided in connection with the work, and may complete the work by whatever method or means the City may select. The cost of completing the work shall be deducted from the balance which would have been due the Consultant had the Agreement not been terminated and the work completed in accordance with the Agreement.
- d) **Disqualification.** In the event Consultant receives one (1) or more notices of material breach as described in Section 11(c) (“Termination for Material Breach”), whether such material breaches are cured or not, the City may consider such material breaches in making any subsequent determination of responsibility with respect to future awards.
- e) **Remedies Not Exclusive.** Any election by the City to seek any remedy under this SECTION 11 (“TERM AND TERMINATION”), including without limitation any right to reject

Deliverables or to require expedited shipping, shall not limit any other rights or remedies which the City may have with respect to any breach of this Agreement.

- f) **Right of Offset.** The City reserves the right to offset any and all costs and damages suffered by the City under this Agreement against any outstanding invoices or amounts otherwise owed to the Consultant or to make a claim against the Consultant therefor.
  - g) **Suspension of Work.** The Contract Administrator may orally direct the Consultant to suspend, and to subsequently resume performance of all or any part of the work. Such direction shall be confirmed in writing. An equitable adjustment in the work completion schedule and corresponding Fees (if fixed price) shall be negotiated and confirmed by a Change Order or a revision to a task assignment if such suspension impacts the cost of the work and/or work completion schedule. The City shall pay the Fees due for the suspended work up to the effective date of suspension notice and shall resume Fee payments effective as of the work resumption date.
  - h) **Errors and Omissions.** The Consultant will be responsible for correcting or remedying any errors or omissions which occur in performance of the services under this Agreement and which are the result of the Consultant's negligence, action or omission, regardless of whether the foregoing are a material breach hereof or not. The cost of correcting or remedying any such error or omission shall be borne by the Consultant. Revising Consultant-prepared documents at the request of the City to incorporate comments by the public or by agencies having jurisdiction in matters of the particular task assignment is not considered to be a remedy of errors or omissions, but is considered an integral part of document preparation which may be called for by a Task Assignment.
12. **TAXES.** Unless otherwise required by law, the City is exempt from Federal excise taxes. The City will only pay for any State or local sales or use taxes on the Services rendered or other Deliverables supplied to the City pursuant to this Agreement.
13. **RECORDS AND AUDIT.**
- a) **Records and Audits.** The Consultant shall maintain books, records, documents and other evidence showing all costs and expenses incurred by the Consultant for this Agreement. The City shall have the right, upon twenty-four (24) hours' notice, to audit such books, records, documents, and other evidence, and Consultant's accounting procedures and practices, as determined by the City, to verify all Fees and any costs and expenses claimed. The City may also request, and the Consultant shall provide, on two (2) business days' notice, full and complete Job Cost Reports. The City retain this right for at least three (3) years after final payment of any Fee hereunder and until all disputes, appeals, litigation, or claims have been resolved. This right shall also include audit at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Agreement. In addition, the Consultant shall, at no cost or expense to the City, furnish reasonable facilities and assistance for such an audit. Upon request, Consultant shall also provide copies of documents applicable to this Agreement. The City shall have the right to use and disclose all audit findings, including without

limitation any Job Cost Reports, to the extent reasonably necessary or desirable in order to enforce the City's rights under this Agreement.

- b) **Progress Reports.** The Consultant shall, as required by the Contract Administrator from time to time, submit reports summarizing all the Tasks under this Agreement, the work accomplished, work left to be done, work to be done in the coming months, and the estimated completion dates, including without limitation any deviations or reasonably likely deviations from the Schedule. Each such report shall be organized by Task and shall include the Task number, Task coordinator, Task title, the authorized Fee, the start date and completion date, and the total of Fees received to date by the Consultant. Such report shall also show the total Fees received by the Consultant under this Agreement.
- c) **Right to Review.** The City reserves the right to review any portion of the Services performed by the Consultant under this Agreement, and the Consultant agrees to cooperate to the fullest extent. Consultant shall furnish to the City such reports, statistical data, and other information pertaining to the Consultant's Services as shall be reasonably required by the City. The right of the City to conduct such review shall not relieve the Consultant of any obligation set forth herein.

#### 14. RIGHTS IN WORK PRODUCT AND LICENSES.

- a) **Disclosure of Work Product.** For purposes of this Agreement, "Work Product" shall mean any Invention whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, Developed Software (including without limitation any website or other works). Consultant shall disclose promptly in writing to the City, or any person designated by the City, all Work Product which is solely or jointly conceived, made, reduced to practice, or learned by Consultant in the course of any work performed hereunder ("City Work Product"). Consultant hereby represents and warrants that any Work Product relating to the City's business or any project which Consultant has made, conceived, learned or reduced to practice prior to the Effective Date of this Agreement ("Prior Work Product") has been disclosed in writing to the City and attached to this Agreement as EXHIBIT A ("PRIOR WORK PRODUCT"). If disclosure of any such Prior Work Product would cause Consultant to violate any prior confidentiality agreement, Consultant shall not list such Prior Work Product, but shall instead disclose a cursory, non-confidential name for each such item, a listing of the party(ies) to whom it belongs, and the fact that full disclosure as to such Prior Work Product has not been made for that reason. Consultant agrees that in execution of its duties under this Agreement it will exercise due care not to use Prior Work Product in which third parties would have a claim of ownership or breach of confidentiality agreements involving confidential information of others. Consultant agrees that any and all Inventions made, learned, derived, conceived, written, created or first reduced to practice in the performance of work under this Agreement shall be the sole and exclusive property of the City.
- b) **Assignment and License.** Consultant hereby irrevocably assigns and agrees to assign to the City all right, title and interest worldwide in and to City Work Product and all

applicable intellectual property rights related to City Work Product including without limitation all copyrights, mask work rights, trademarks, service marks, trade secrets, patents (including original applications, divisional applications, continuation applications, continuation-in-part applications, reissues, reexamination certificates, rights of priority, and utility models), moral rights, and contract and licensing rights, however and wherever arising (collectively, the “Proprietary Rights”). Except as set forth below, Consultant retains no right to use the City Work Product and agrees not to challenge the validity of any patent, copyright, trade secret, or trademark owned by the City or resulting from the City’s ownership of the City Work Product. Consultant hereby grants to the City a nonexclusive, fully transferable, perpetual, fully paid up, irrevocable, worldwide license, with rights to sublicense through multiple tiers of sublicensees, to reproduce, make derivative works of, distribute copies to the public by sale or other transfer of ownership, or by rental, lease, or lending, publicly perform, and publicly display in any form or medium, whether now known or later developed, digitally perform, distribute, make, have made, use, lease, offer for sale, import and sell any Prior Work Product incorporated or used in the City Work Product for the purpose of developing and marketing City’s products, and carrying on the City’s business.

- c) **Waiver or Assignment of Rights.** If Consultant has any rights to the City Work Product which cannot be assigned to the City, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the City with respect to such rights, and agrees, at the City’s request and expense, to consent to and join in any action to enforce such rights. If Consultant has any right to the City Work Product which cannot be assigned to the City or waived by Consultant, Consultant unconditionally and irrevocably grants to the City during the term of such rights, an exclusive (both as to Consultant and all third parties), fully-transferable, irrevocable, perpetual, worldwide, fully paid up license, with rights to sublicense through multiple tiers of sublicensees, to reproduce, make derivative works of, distribute copies to the public by sale or other transfer of ownership, or by rental, lease, or lending, publicly perform, and publicly display in any form or medium, whether now known or later developed, digitally perform, distribute, make, have made, use, lease, offer for sale, import and sell goods and services under such rights. Consultant hereby waives and quitclaims to the City any and all claims, of any nature whatsoever, which Consultant now has or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the City.
- d) **Continuing Assurances and Enforcement.** Consultant agrees to cooperate with the City or its designee(s), both during and after the Term of this Agreement, in the procurement and maintenance of the City’s rights in the City Work Product and to execute, when requested, any other documents deemed necessary by the City to carry out the purpose of this Agreement. Without limiting the generality of the foregoing, for its employees and agents assigned to design the Deliverables, Consultant agrees to cause them to enter into agreements obligating them to assign Work Product to the Consultant in a format reasonably required by the City, for simultaneous or subsequent assignment of such Work Product to the City by the Consultant. To the extent the Consultant is unable to procure assignment of the rights in the Work Product, Consultant hereby

irrevocably appoints the City as its attorney in fact to take all such actions and to secure execution of relevant copyright, patent, trademark, and trade secret documents and assignment of rights therein to the City. Consultant shall assist the City in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to the City Work Product in any and all countries. To that end Consultant shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the City may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, maintaining, and enforcing such Proprietary Rights and the assignment thereof. In addition, Consultant shall execute, verify and deliver assignments of such Proprietary Rights to the City or its designee. Consultant's obligation to assist the City with respect to Proprietary Rights relating to such the City Work Product in any and all countries shall continue beyond the expiration or termination of this Agreement, but the City shall compensate Consultant at a reasonable rate after such expiration or termination for the time actually spent by Consultant at the City's request on such assistance and for reasonable expenses.

- e) **Existing Software License.** Consultant hereby grants to the City a worldwide, perpetual, irrevocable, non-exclusive, fully paid up, transferable license, including the right to grant sublicenses through multiple tiers, with respect to the Existing Software in order to use, have others use, copy, execute, publicly perform, and publicly display the Existing Software.
- f) **Documentation License.** Consultant hereby grants to the City a worldwide, perpetual, irrevocable, non-exclusive, fully paid up, transferable license, including the right to grant sublicenses through multiple tiers, with respect to the Documentation in order to use, copy, execute, distribute copies to the public by sale or other transfer of ownership, or by rental, lease, or lending, publicly perform, publicly display, digitally perform and create derivative works of the Documentation solely in connection with the City's exercise of its rights under this Agreement.
- g) **Tradenames, Trademarks, and Service Marks.** The parties understand that the City intend to brand certain products and/or services with \_\_\_\_\_ (collectively "Marks.") Consultant agrees that any use of these or confusingly similar Marks shall not inure to the benefit of Consultant but shall only inure to the benefit of City. Consultant agrees to refrain from using the Marks or any confusingly similar marks in its business unless authorized in writing by City. Consultant hereby acknowledges City's exclusive rights in the MARKS. Consultant further acknowledges that the MARKS are unique and original to the City and that City is the sole and exclusive owner thereof. Consultant shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, City's exclusive right and title to the MARKS or the validity thereof.

## 15. CONFIDENTIAL INFORMATION.

- a) **Protection.** Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain non-public

information regarding the Disclosing Party's business, including technical, marketing, financial, personnel, planning and other information ("Confidential Information"). The Disclosing Party shall mark all such Confidential Information in tangible form with the legend 'confidential', 'proprietary', or with similar legend. With respect to Confidential Information disclosed orally, the Disclosing Party shall describe such Confidential Information as such in writing within thirty (30) days after the date of oral disclosure. Regardless of whether so marked, however, any non-public information regarding the Developed Software (in Source Code and Object Code formats), shall be deemed to be the Confidential Information of the City.

- b) Protection of Confidential Information.** Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of the Disclosing Party (using the same degree of care which the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care). The Receiving Party shall also not use the Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and shall limit the disclosure of the Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information of the Disclosing Party, bound in writing by confidentiality terms no less restrictive than those contained herein. The Receiving Party shall provide copies of such agreements to the Disclosing Party upon request; provided, however, that such agreement copies shall themselves be deemed Confidential Information of the Receiving Party. Notwithstanding the foregoing, after the expiration or termination of this Agreement and the return by the Receiving Party of the Confidential Information of the Disclosing Party as provided in Section 15(d) ("Return of Confidential Information"), the Receiving Party shall be free to use internally (but not disclose) any ideas, concepts and know-how contained in such Confidential Information: (i) which relate to the business of the Receiving Party; and (ii) which have been retained mentally by employees of the Receiving Party through the course of their performance under this Agreement.
- c) Exceptions.** Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party as reflected in the written records of the Receiving Party; (ii) was or has been disclosed by the Disclosing Party to a third party without obligation of confidence; (iii) was or becomes lawfully known to the general public without breach of this Agreement; (iv) is independently developed by the Receiving Party without access to, or use of, the Confidential Information; (v) is approved in writing by the Disclosing Party for disclosure by the Receiving Party; (vi) is required to be disclosed in order for the Receiving Party to enforce its rights under this Agreement; or (vii) in the opinion of the City Attorney of Long Beach is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement immediately and in writing, and shall cooperate

reasonably with the Disclosing Party, at the Disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.

- d) **Return of Confidential Information.** The Receiving Party shall return to the Disclosing Party, destroy or erase all Confidential Information of the Disclosing Party in tangible form upon the written request of the Disclosing Party (except for Deliverables and any other items which the City is otherwise entitled to retain under this Agreement) and the Receiving Party shall certify promptly and in writing that it has done so.

## 16. **INTELLECTUAL PROPERTY AND DELIVERABLES INDEMNITY.**

- a) **Statement of Indemnity.** Consultant agrees that from and after the Effective Date it shall fully indemnify, defend and hold harmless the City, and its affiliates, officers, directors, agents, employees, customers and assigns (the "Indemnified Parties") from and against any and all claims, losses, liabilities, damages and costs (including attorneys' fees and court costs) arising from or relating to any Deliverables or arising from or relating to any claim, demand, threat, suit or proceeding by any third party regarding the Deliverables, including without limitation any claims of injury to persons or property, or of intellectual property infringement or misappropriation, by any third party. The indemnity given by Consultant herein shall not include any claims, losses, liabilities, damages and costs (including attorneys' fees and court costs) arising from or relating to the data content, or the City's use of the data that is contained in the database(s) that comprise the City Work Product or the Deliverables, provided that the alleged claim are not the result of a failure of Consultant to perform the Deliverables or its obligations herein. The City shall notify Consultant promptly of any third party claim in connection with the foregoing, shall cooperate reasonably with Consultant in connection therewith (at Consultant's expense), in the defense or settlement of the foregoing. The City shall have the right at its own expense to be represented in any action related to the foregoing by counsel of its own choice, and shall cooperate reasonably with Consultant with respect to such litigation.
- b) **Control.** In Consultant's defense of the City, negotiation, compromise, and settlement of any foregoing infringement or misappropriation action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom.
- c) **Bonds.** Consultant understands and agrees that it shall, upon the City's request, furnish a bond to the City, in an amount as may be reasonable in the City's judgment, against any and all loss, damage, costs, expenses, claims and liability for any possible infringement or misappropriation.
- d) **Claims and Remediation.** If Consultant receives notice of a claim, demand, threat, suit or proceeding regarding alleged intellectual property infringement or misappropriation by the Deliverables, or if in Consultant's judgment such a claim is likely, Consultant may, at its sole expense, procure for City ownership of, or the right to continue using, the Deliverables, modify the Deliverables so that they are no longer infringing, or replace the Deliverables with other items of the same technical specifications and the same or better

functionality and performance, which shall, upon acceptance by the City, be considered Deliverables.

- e) **Use of Funds.** Consultant certifies that it has appropriate systems and controls in place to ensure that City's funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

## 17. WARRANTIES.

- a) **Deliverables.** Consultant hereby represents and warrants that the Deliverables (including without limitation all Software, but not including Services) shall materially conform to their corresponding Specifications (including without limitation all Documentation) in normal use for a period of three (3) years from the date of their acceptance by the City. In the event of any breach of the foregoing warranty, the City shall promptly notify Consultant, and Consultant shall immediately either replace or, if commercially reasonable, repair such non-conforming Deliverables, and provide the same immediately to the City. Any failure of Consultant to carry out the foregoing in a manner reasonably satisfactory to the City, may, at the City's option, be considered a material breach of this Agreement for purposes of SECTION 11 ("TERM AND TERMINATION"). Any such repaired or replaced Deliverables shall continue to have the balance of their warranty period as hereinabove stated; provided, however, that such warranty period shall in no event be less than ninety (90) days.
- b) **Services.** Consultant represents and warrants that Consultant shall perform the Services in a professional and workmanlike manner, in accordance with the best practices of Consultant's industry, and in material conformity with corresponding Specifications (including without limitation all Documentation). In the event of any breach of the foregoing warranty, the City shall promptly notify Consultant, and Consultant shall immediately re-perform the non-conforming Services. Any failure of Consultant to carry out the foregoing in a manner reasonably satisfactory to the City, may, at the City's option, be considered a material breach of this Agreement for purposes of SECTION 11 ("TERM AND TERMINATION").
- c) **General.** Consultant represents and warrants that: (i) Consultant has full power and authority to enter into this Agreement and the person signing the Agreement on Consultant's behalf has been duly authorized and empowered to enter into this Agreement; (ii) the Deliverables shall not contain any materials which are unlawful, defamatory, libelous, threatening or abusive, (iii) Neither the Deliverables (including without limitation the provision of Services) nor any element thereof, infringes or shall infringe or misappropriate the intellectual property rights of any third party, including without limitation any patent, copyright, trademark or trade secret rights; (iv) the Deliverables shall not be subject to any restrictions, including without limitation any liens, mortgages, pledges, security interests, encumbrances, or encroachments; (v) Consultant is not under, and shall not enter into any, obligation or obligations inconsistent with the provisions of this Agreement; and (vi) Consultant shall not violate

any law, statute, ordinance, or regulation in the course of its performance under this Agreement.

- d) **Viruses.** Consultant represents and warrants that it has exercised and shall exercise its most diligent efforts to ensure that no viruses, “Trojan Horses”, “Worms” or other damaging, dangerous or objectionable code (collectively, “Viruses”) are included with the Deliverables. If at any time a Virus may be found to exist in or have emanated from the Deliverables, or any electronic data, information or report generated thereby, Consultant agrees, at its sole expense, to exercise its most diligent efforts (including but not limited to providing appropriate replacement products, software, installation, and diagnostic testing) to remove such Virus within five (5) days of City’s notice.
- e) **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**18. NOT USED.**

- 19. SURVIVAL AND ORDER OF PRECEDENCE.** In the event of any expiration or termination of this Agreement, the provisions of Section 1 (“Definitions”), Section 3(b) (“No Obligation”), Section 11 (“Term and Termination”), Section 13 (“Records and Audit”), Section 14 (“Rights in Work Product and Licenses”), Section 15 (“Confidential Information”), Section 16 (“Intellectual Property and Deliverables Indemnity”), Section 17 (“Warranties”), Section 18 (“Limitation of Liability”), Section 19 (“Survival and Order of Precedence”), and Section 20 (“General”) shall survive and shall continue to bind the parties. In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- (a) Latest Change Order
- (b) Task Assignment
- (c) Agreement
- (d) Other referenced documents.

**20. GENERAL.**

- a) **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of California without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**b) Attorneys' Fees.** In the event any proceeding or lawsuit is brought by the City or Consultant in connection with this Agreement, each party shall bear its own attorneys' fees and costs.

**c) Forum.** Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Long Beach. The State and Federal Courts located in the City of Los Angeles shall have exclusive jurisdiction over any disputes under this Agreement, and the parties hereby submit to the personal jurisdiction of such courts.

**d) Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Consultant will cause the City irreparable damage for which recovery of money damages would be inadequate, and that the City shall therefore be entitled to obtain timely injunctive relief to protect the City's rights under this Agreement in addition to any and all remedies available at law.

**e) Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Any such notice or report directed to the City shall be delivered to:

**CITY OF LONG BEACH**

Director of Information Management  
Port of Long Beach  
925 Harbor Plaza  
P.O. Box 570  
Long Beach, CA 90801

Any such notice or report directed to the Consultant shall be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party, by written notice, may designate different or additional person(s) or different addresses.

**f) Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

**g) Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**h) Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**i) Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

**j) Assignment.** Neither this Agreement nor any rights or obligations of Consultant hereunder may be assigned by Consultant in whole or in part without the prior written approval of City. Such approval may be withheld for any reason or no reason as this Agreement is a personal services contract and was awarded to Consultant based on the qualities of Consultant. For the purposes of this Subsection 20(j) (“Assignment”), a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Consultant shall be considered an assignment of Consultant’s rights and obligations. City’s rights and obligations, in whole or in part, under this Agreement may be assigned by City. City may exercise full transfer and assignment rights in any manner at City’s sole discretion.

**k) Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**l) Relationship of the Parties.** The Consultant is acting hereunder as an independent Consultant and not as an agent or employee of City. The Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of City.

**m) Entire Agreement.** This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter. This Agreement supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. The terms of any Shrink-Wrap Agreement accompanying any Software delivered to City hereunder shall, to the extent inconsistent with the terms of this Agreement, have no effect whatsoever. This Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed on behalf of City and Consultant by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

**AGREED TO:**

**CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners**

**By:** \_\_\_\_\_  
Richard D. Steinke, Executive Director  
Long Beach Harbor Department

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

**CONSULTANT:**

\_\_\_\_\_, a \_\_\_\_\_ corporation

**By:** \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_, 2011

By \_\_\_\_\_  
Consultant

APPROVED AS TO FORM  
\_\_\_\_\_, 2011  
ROBERT E. SHANNON,  
City Attorney

By \_\_\_\_\_  
(Principal Deputy/Deputy)



**EXHIBIT A**  
**PRIOR WORK PRODUCT**

**EXHIBIT B**  
**STATEMENT OF WORK**

## **8. AGREEMENT FOR INFORMATION TECHNOLOGY**

## **9. PRODUCTS AND SERVICES**

## 10. STATEMENT OF WORK

Consultant shall perform and deliver to the City, the following Deliverables, on the Schedule, for compensation at the rate of the Fees, as set forth below in this Statement of Work. There are \_\_\_\_\_ phases or types of work, each with specific Schedule, Fees and Tasks.

Definitions:

**"Developed Software"** means \_\_\_\_\_.

**"Existing Software"** means \_\_\_\_\_.

**"Maintenance"** means \_\_\_\_\_.

### 1. [DESCRIBE CATEGORY OF SERVICES OR TASKS]

a. Schedule:

i. Start Date: \_\_\_\_\_

ii. Completion Date: \_\_\_\_\_

b. Rates:

| <u>                    </u> <b>Staff</b><br><b>Classifications</b> | <b>Hourly</b><br><b>Rates</b> |
|--------------------------------------------------------------------|-------------------------------|
|                                                                    | \$                            |
|                                                                    | \$                            |
|                                                                    | \$                            |
|                                                                    | \$                            |

c. Tasks:

**2. [DESCRIBE CATEGORY OF SERVICES OR TASKS]**

a. Schedule:

i. Start Date: \_\_\_\_\_

ii. Completion Date: \_\_\_\_\_

b. Rates:

| <u>Staff</u><br><b><i>Classifications</i></b> | <b><i>Hourly</i></b><br><b><i>Rates</i></b> |
|-----------------------------------------------|---------------------------------------------|
|                                               | \$                                          |
|                                               | \$                                          |
|                                               | \$                                          |
|                                               | \$                                          |

c. Tasks:

**Total Costs** \_\_\_\_\_ \$ \_\_\_\_\_

## **EXHIBIT C – GENERAL INDEMNITY AND INSURANCE TERMS**

### **GENERAL INDEMNITY**

Consultant shall indemnify, hold, protect and save harmless the City of Long Beach, the Board of Harbor Commissioners, and their officials, commissioners, employees, and agents (“Indemnified Parties”) from and against any and all actions, suits, proceedings, claims, demands, damages, losses, liens, costs, expenses or liabilities, of any kind or nature whatsoever (“Claims”) which arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents. Independent of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend the Indemnified Parties from and against any and all Claims which arise out of, pertain to, or relate to Consultant’s work under this contract, and Consultant shall continue the defense until such Claim is resolved, whether by settlement, judgment or otherwise. City shall notify Consultant of any such Claim, shall tender its defense to Consultant, and assist Consultant, as may be reasonably requested, in such defense. Consultant shall provide such defense immediately upon notification and tender to Consultant of a Claim. If a court of competent jurisdiction determines that a Claim was caused in part by Indemnified Parties, Consultant’s costs of indemnity and defense shall be reduced by the percentage of negligence, recklessness or willful misconduct attributed by the court to the Indemnified Parties. Payment of a Claim shall not be a condition precedent to an Indemnified Party’s right to indemnity, or to an Indemnified party’s right to defense.

### **INSURANCE**

As a condition precedent to the effectiveness of this contract, Consultant shall procure and maintain in full force and effect during the term of this contract the types and levels of insurance described below. The required insurance and the documents provided as evidence thereof shall be in the name of Consultant. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below:

#### **Commercial General Liability:**

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate. The policy shall not limit coverage for the additional insured to “ongoing operations” or in any way exclude coverage for completed operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims, and defense costs shall be excess of limits. If Consultant is using subcontractors the policy must include work performed “by or on behalf” of the

Consultant. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Consultant or contain any other exclusion contrary to this contract.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this contract.

The policy of insurance required above shall be endorsed as follows:

**Additional Insured:** The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 (2004) and CG 20 37 (2004) or their equivalent. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

**Cancellation:** The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

### **Business Automobile Insurance:**

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than five hundred thousand dollars (\$500,000) combined single limit per accident. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. If Consultant does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

The policy of insurance required above shall be endorsed as follows:

**Additional Insured:** The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and

activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

### **Workers' Compensation:**

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease. The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

### **Professional Liability:**

Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000). Covered Professional Services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (e.g., any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.) under the Contract. Coverage shall apply on a Primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract. The policy of insurance required above shall be endorsed, as follows:

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium

**Deductible/Self-Insured Retention:**

Any deductible or self-insured retention must be approved in writing by the Executive Director and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

**Evidence of Insurance:**

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall deliver each required certificate of insurance, additional insured endorsement, notice of cancellation and waiver of subrogation containing the terms and conditions required by this contract to the Executive Director for approval as to sufficiency and to the City Attorney or approval as to form.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Executive Director evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**Failure to Maintain Coverage:**

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

**Acceptability of Insurers:**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

**Contractual Liability:**

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

Exhibit D  
**PRE-EXISTING MATERIALS**

## APPENDIX III – CURRENT ENVIRONMENT

The Port currently has in place the following environment relevant to the project:

| <b>Port Admin Building</b>                                                                                          |
|---------------------------------------------------------------------------------------------------------------------|
|                                                                                                                     |
| SQL 2005 Enterprise Server                                                                                          |
| SQL 2008 Reporting and Analysis Services                                                                            |
| SharePoint 2010 Enterprise – Development, Test and Production Environments installed with PerformancePoint services |
| Approximately 20 transactional database products covering finance, project operations, customers and other          |
| Desktops running Windows XP                                                                                         |
| Mobile Phones, running Blackberry and iPhone                                                                        |
| VM Virtual Server infrastructure with capability to add servers as needed                                           |

Note: This information of current environment is only provided as a basic high level description of the current Port environment to help the Proposer in formulating their RFP response. The RFP goal is to allow the Port Directors users to utilize the SharePoint 2010 system to provide management information capabilities, enhanced as necessary through the use of PerformancePoint, SQL Reporting and Analysis Services, and other software components if proposed.

## **APPENDIX IV – PMD REQUIREMENTS**

This appendix details the system requirements for the PMD at the Port. The system is intended to support the information needs of approximately 50 users across the divisions.

The requirements have been organized into the following sections:

1. **Utilization of Microsoft SharePoint 2010 Enterprise:**
  - a. Creation of Dashboard 'sites' to display data objects
  - b. Utilization of PerformancePoint where appropriate
  - c. Utilization of SQL Report and Analysis Services Integration to SharePoint
  - d. Utilization of other SharePoint business connectivity functions as appropriate to present data
2. **Utilization of Microsoft SQL Server 2005 Enterprise and 2008 Reporting and Analysis Services:**
  - a. Extraction, Transformation and Load routines where needed to prepare data for the dashboards. There are approximately 20 individual data sources, for example finance system, projects system, time recording etc.
  - b. Creation and Use of SQL Analysis Cubes to provide enhanced drill down reporting capability
  - c. Use of email scheduling and email alerts functions
  - d. Use of additional .Net or SSRS components to enhance dashboards
3. **Creation of four Dashboards to be used by Managing and Division Directors:**
  - a. Managing Director dashboard(s) containing approx. ten data objects
  - b. Division Director dashboard(s) containing approx. ten data objects
  - c. Project Dashboard containing approx. ten data objects
  - d. Tenant Dashboard containing approx. ten data objects

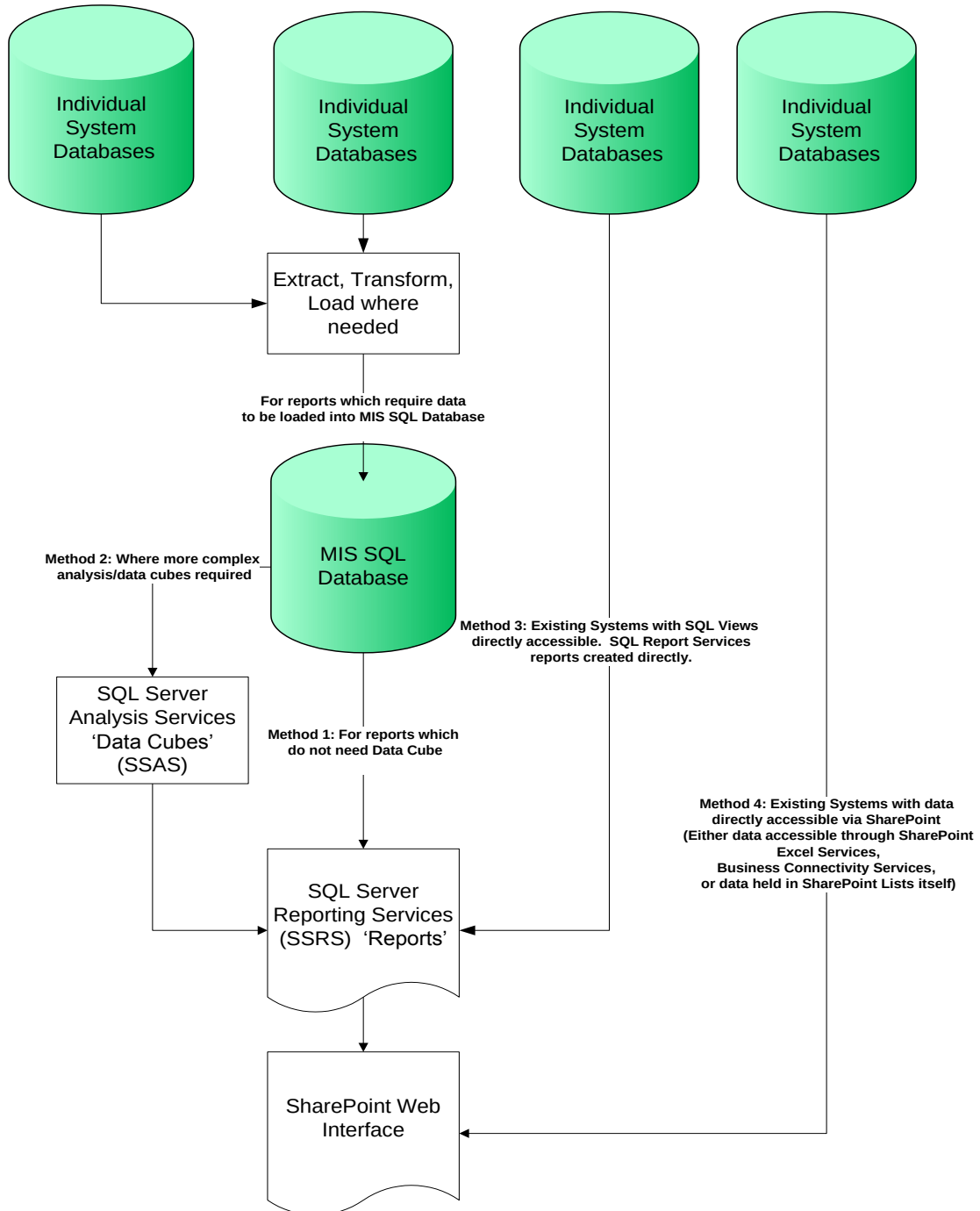
## Reporting and Data Design Requirements

The goal for the PMD is to automate as far as possible the collection and analysis of operational data to support decision making, as well as provide a single place to access updated information and 'alerts' of useful information. The PMD will provide access to many database sources currently not available to be analyzed, and facilitate enhanced decision making. As a result, the system design needs to accommodate combining data from the different sources of data currently available.

The PMD will accommodate four main ways for data to arrive on each dashboard:

- Method 1: Data loaded into an MS SQL database, a report generated from that data using SQL Reporting Services, and the report displayed on SharePoint using Report Server Integration– e.g. data loaded nightly into an MS SQL database
- Method 2: Data loaded into an MS SQL database, a report generated using a combination of SQL Analysis Services and Reporting Services, and the report displayed on SharePoint using Report Server Integration e.g. data imported into an MS SQL database and an analysis cube required to be generated prior to being made available for reporting.
- Method 3: Reporting Services report available to be created on the fly, with direct SQL access to source database and no data loaded into an MS SQL Database required
- Method 4: Data which can be accessed by SharePoint directly, and a report generated by SharePoint itself. For example with the use of SharePoint Lists, Excel Services or Business Data Web parts that connect to data sources directly without the need for SQL reporting services at all.

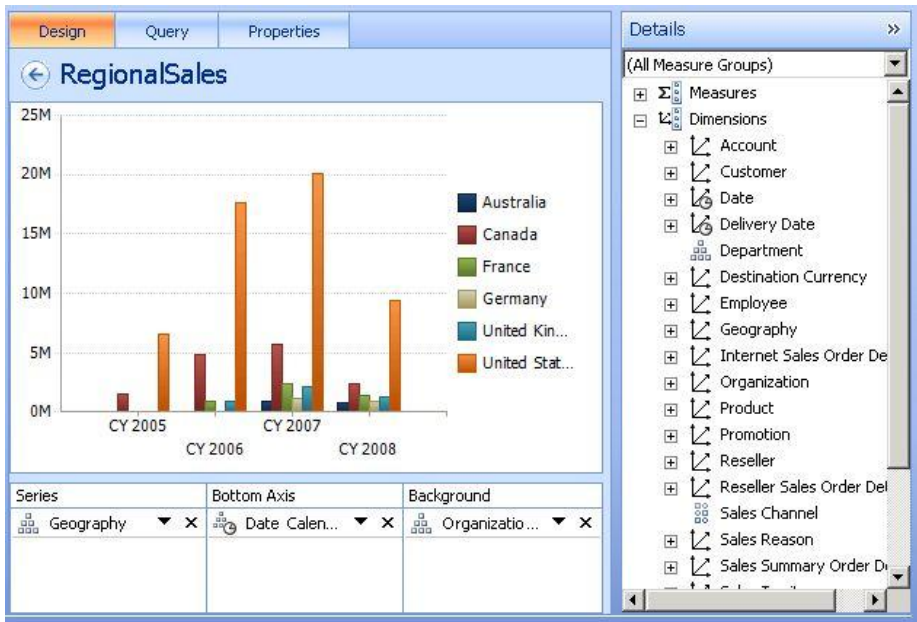
Data from the source transactional application databases will be fed into an MS SQL data warehouse only if necessary on a set frequency as required. A set of analysis data cubes will be created as needed which will have 'pre-processed' data ready for consumption by the required reporting and analysis tools. These criteria will be defined in the Design Phase and shown in outline in diagram 1.

**Diagram 1 – Data Design**

**Data Warehouse and Analysis Data Cubes Requirements**

In certain cases we will need to import data from existing systems into a database. This data warehouse will provide a central location to house some of the data that the reporting system will need to create reports. It will also serve as an integration point where data from disparate systems can be integrated if required. The data warehouse will be physically housed in a database. A family of OLAP (On Line Analytical Processing) data cubes may additionally be created from this data that will contain pre-processed data to speed up the user experience, as well as provide the ability for future reporting and analysis tools to connect to the variety of data cube dimensions as shown in Diagram 2.

**Diagram 2 – Example of Dimensions (Measures) defined in Data Cube for Charts**



The PMD will communicate with these data cubes through the report and analysis services and will interrogate this data and generate reports dynamically at the time of request.

## Drill Down Analysis Requirements

A key requirement for the PMD will be the capability for users to drill-down into more detail, from a top level report. This will require an interactive analysis engine to be part of the PMD. This will be incorporated into the reporting tool requirement.

## Presentation Requirements

The PMD must be able to create visually appealing and easy to navigate charts, dashboards and tables, with drill down capabilities, accessible through a web-based interface. This will facilitate the ease of consumption of information as well as provide new ways to visualize data not commonly used at the Port today. Charts and Gauges (often seen in 'dashboards') provide simple ways to see when metrics are out of bounds, e.g. above or below budget.

The ability for the system to present charts and tables with drill down capability will allow managers to investigate the detail behind the initial high level information. This interactivity will provide managers with a useful tool that they can regularly use to help in managing performance. Examples of charts and reports the system should be able to create are provided below in Diagrams 3 and 4.

Diagram 3 shows an example of a typical chart the PMD should be able to create.

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**Diagram 3 – Example Chart**

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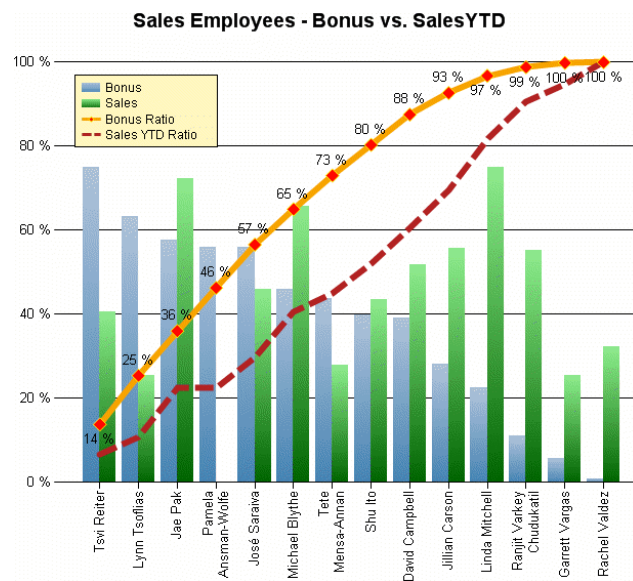


Diagram 4 shows an example of a report with the ability for drill down:

**Diagram 4 – Example PMD Drill Down Report**

| Product Code | Product Name | Product Color | Quantity Available | Supplier Name | Supplier Region |
|--------------|--------------|---------------|--------------------|---------------|-----------------|
| + NorthEast  |              |               |                    |               |                 |
| + SouthEast  |              |               |                    |               |                 |
| + NorthWest  |              |               |                    |               |                 |

Expanded with Drill Down...

| Product Code | Product Name | Product Color | Quantity Available | Supplier Name     | Supplier Region |
|--------------|--------------|---------------|--------------------|-------------------|-----------------|
| + NorthEast  |              |               |                    |                   |                 |
| - SouthEast  |              |               |                    |                   |                 |
| OR001        | Orange       | Orange        | 40000              | Only Oranges      | SouthEast       |
| - NorthWest  |              |               |                    |                   |                 |
| A001         | Apple        | Red           | 500000             | Western Apple Co  | NorthWest       |
| G001         | Grape        | Red           | 20000              | Western Fruit Inc | NorthWest       |
| A001         | Apple        | Red           | 400                | Western Fruit Inc | NorthWest       |
| B001         | Banana       | Yellow        | 45500              | Western Fruit Inc | NorthWest       |
| A001         | Orange       | Orange        | 55555              | Western Fruit Inc | NorthWest       |

## Standards Requirements

There PMD will be based on Microsoft Standards that are adhered to at the Port. This will include the ability to store and extract data from Microsoft SQL database server, and for reports to be able to be available and manipulated using Microsoft Office (e.g. Excel Export of data, embedding of charts in reports).

Furthermore, as we look to the future with mobile and tablet devices, the dashboard should aim to support HTML5, CSS and JavaScript standards, a minimal ASP.NET framework where possible, as well as minimal reliance on specific plugins such as Flash or Silverlight. While the Dashboard may have special links to 'enhanced-features' that use these technologies, the 'base' dashboard should be device agnostic – viewable in Microsoft Explorer, Firefox and Safari across Windows, Mac and Mobile tablet platforms such as iOS, Android, Blackberry and Windows 7 Mobile.

## Other Requirements

The PMD must be able to manage security of users with multiple roles and permissions for viewing different information.

Additionally the reporting system should provide users with the ability to receive in their personalized email reports on an automatic schedule, as well as be alerted when measures reach certain values. Ideally the users should be able to set and configure their own alerts based on their own parameters.

Reports design and management is planned to be able to be created by a 'Developer'; 'End-Users' are not anticipated to take on the role of learning how to create their own reports. This reflects the reality that this system should be a simple end-user web based system, which should only require minimal learning on how to use.

The intent of this design is to serve the needs of Managing and Division Directors first and foremost. In the future, as the use of the system increases, there may be a desire to extend the capabilities, and/or to more people in the organization. Additional software capabilities may be added at that time, where desires for more complex analytical reporting or dashboard interactivity might arise. The design to be proposed is extendable and can accommodate such future requirements, be they additional plug-ins or additional new software applications that work with SQL and its Reporting Services. This will allow the project to evolve as needs grow, and minimizing current software expenditure.

## Microsoft SQL and SharePoint based Solution Requirements

The Port already has the basic infrastructure to support the PMD requirements without the need for significant additional software. Utilizing the capabilities of the existing Microsoft SQL Server 2005/8 Enterprise software with its Analysis and Reporting Services tools will provide the backbone for the PMD. Tools such as Microsoft Business Intelligence Studio and Visual Studio will create the reports and programmatic subroutines required. Additionally the use of Microsoft Office SharePoint 2010 with its built in PerformancePoint Services and Reporting Services Integration can provide not only the web framework for housing and displaying the reports and dashboards, but can also be used for managing user security.

Like for any system requiring report writing, a Developer with skills in writing reports, creating dashboards using data warehouse and data cubes will be required. Due to the nature of this project and the intended audience, this approach will be appropriate and efficient.

Additionally there exist many reporting tool and dashboard enhancements for the Microsoft platform if more functionality than that already provided in the above solution is needed in the future. These include reporting plug-ins, 3<sup>rd</sup> party providers of chart, gauge and other visualization tools, as well as other Business Intelligence (BI) tools that can be 'web parts'. Furthermore, many applications today are providing 'SharePoint web parts' to ease the ability to display data in SharePoint – for example Microsoft Dynamics AX has a dedicated web part, and SharePoint 2010 contains very comprehensive Business Data Connectivity services (BDC web parts) to access and display data from different databases as desired.

## Extract, Transformation, Load

Two levels of ETL will exist when required:

- a) ETL from Transaction Databases into the Data Warehouse for reports
- b) ETL from Data Warehouse into unique Data Cubes for analytics

In the first case, programmatic subroutines will be created to extract data from the application databases into the data warehouse. These subroutines will most likely run nightly, weekly or monthly depending on the frequency that data changes in the application databases and management reporting requirements.

In the second case, the Microsoft Analysis Services toolset will be used to extract data from the data warehouse and populate the OLAP data cubes for consumption by the reporting tools. This would most likely happen daily to ensure any data cubes used for reporting are up to date.

The details of which, if any, ETL method will be applied for each data source will be defined in the first phase of this project. The outcome will depend on the nature of the data source, the programmatic accessibility, as well as computing load on the source data servers.

### **Microsoft SQL Server Database**

The database itself will be provided by Microsoft SQL server. The Port is currently on Microsoft SQL Server 2005 Enterprise Edition.

### **Microsoft SQL Server Reporting and Analysis Services**

The Port will implement SQL Server 2008 R2 Reporting and Analysis Services linked to MS SQL 2005 database. This provides the capability to create reports containing tables and charts, and to provide them in web-based format to users. It also provides for scheduling ability to send reports to users on a predefined schedule or when data changes based on alert conditions, and provides for user security and permissions management needed. Microsoft Visual Studio 2010 will be used to create the reports.

SQL Server 2008 R2 Analysis Services provides the analysis engine and data cube capabilities for interactive reports. There will be a family of OLAP data cubes created that will provide 'pre-processed' data. Microsoft Business Intelligence Studio will be used to create and manage the data cubes.

### **SharePoint for Web Presentation Layer**

Microsoft Office SharePoint Server 2010 Enterprise provides the web framework to house the various dashboard views necessary to provide users with a simple portal interface to interact with the data. It is also possible to integrate SQL reports into the SharePoint system using SQL Reporting Services Integration Mode, which will provide seamless access for users of the SQL reports through the SharePoint interface.

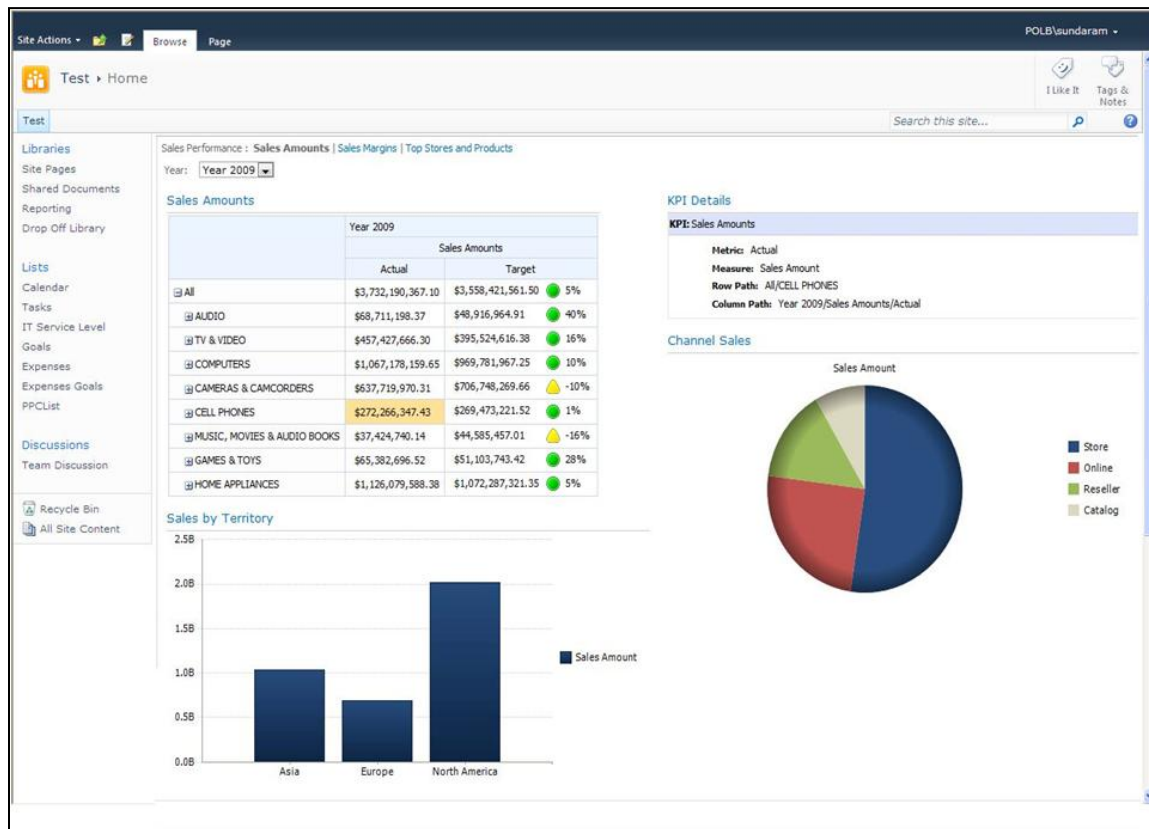
An additional route may be the migration of certain Excel spreadsheets into the SharePoint framework. With appropriate governance, this could improve data management across the organization, with defined owners, security and management of data.

The use of SharePoint as the main framework to house the PMD may also provide a launch point for the Port to make further use of the SharePoint collaboration tool within the Port, enhancing the utilization and value of the software investments the Port has currently made. For example, the useful 'social' technologies of SharePoint, such as its blog and lists structures, will enable specific users in the Port to become 'content providers' of qualitative information that is normally send via email, and help to share information across the Port Divisions.

## Proposed Dashboard Design

Based on the Microsoft SharePoint framework, and utilizing PerformancePoint and Reporting Services features, a representative illustration of one of the dashboards is provided in diagram 5. We anticipate all dashboards to have the same overall design, only differing in terms of the data objects, displayed as charts and tables, to be shown on each dashboard page.

**Diagram 5 - Representative Dashboard Design**



Four main dashboards will be developed:

- Managing Director – showing data relevant to Managing Directors. Note, it may be required to customize this view for each Managing Director (5 people)
- Division Director – showing data relevant to Division Directors. Note, it may be required to customize this view for each Division Director (21 people)

- Project Information – a specific dashboard that displays a series of data objects focused on Projects at the Port
- Tenant Information – a specific dashboard that displays a series of data objects focused on Tenants at the Port

## **Data Sources**

The Port has about 20 transaction source databases from which it is looking to extract and present information from. In most cases, they are based on MS SQL Server, but in a few cases Oracle or other, and belong to mainly off the shelf applications such as Microsoft Dynamics AX, Tenrox, and Unifier among others.

## Appendix V - Sample Letter of Transmittal

To the Board of Harbor Commissioners:

Re: RFP for a Port Management Dashboard

Having examined the Request for Proposal (RFP), including the appendices, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to design, implement, configure, support, maintain, and provide training for the "Port Management Dashboard" in full conformity with the said RFP.

We undertake, if invited by you to do so, to attend a clarification meeting, at our own expense and at a place of your choosing, for the purposes of reviewing our proposal.

The contact person at our organization for this solicitation is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

We agree to abide by this proposal for a period of one hundred and twenty (120) days from the proposal due date and it shall remain binding upon us until the expiration of that period.

We confirm to the best of our knowledge that neither our organization nor any person connected with our organization, or sub-consultants to our organization, has any conflict of interest arising from this RFP. We confirm our acceptance of the terms and conditions of agreement as set out in Appendix II of the RFP. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

Duly authorized to sign this proposal for and on behalf of:

\_\_\_\_\_  
(organization)

## **APPENDIX VI - PROPOSER EVALUATION FORMS**

This appendix provides the forms that are required for inclusion in the technical proposal, as follows:

- Proposer Information Form
- References

**Proposer Information Form**

Name of Proposer: \_\_\_\_\_

What is the date and State of formation,  
registration or incorporation of your  
organization?

\_\_\_\_\_

If outside of California, are you authorized to  
do business in California?

\_\_\_\_\_

For how many years has the company actively  
participated in the business of information  
technology, software development and/or  
systems integration?

\_\_\_\_\_

How many locations does your organization  
operate?

\_\_\_\_\_

Please provide a breakdown of these locations by function:

| <b>Function</b>                   | <b>Locations</b> |
|-----------------------------------|------------------|
| Management & Executive Offices    |                  |
| Marketing and Sales               |                  |
| Software and Hardware Development |                  |
| Product Support                   |                  |
| Implementation & Consultancy      |                  |

How many staff are employed by your  
organization?

\_\_\_\_\_

Please provide a breakdown of staff numbers by function:

| Function                       | Number of Staff |
|--------------------------------|-----------------|
| Management & Executive Offices |                 |
| Marketing and Sales            |                 |
| Software and Hardware          |                 |
| Product Support                |                 |
| Implementation & Consultancy   |                 |

Please provide the following details on the location of your technical support offices and staff:

| Location                              | Number of Locations | Number of Staff |
|---------------------------------------|---------------------|-----------------|
| Los Angeles/Orange County Area        |                     |                 |
| California (Outside LA/Orange County) |                     |                 |
| US (Outside of California)            |                     |                 |

What were the total gross sales during the last financial year for your organization?

\$ \_\_\_\_\_

In the case where your organization has multiple divisions, what were the total gross sales during the last financial year for system integration services relating to information technology?

\$ \_\_\_\_\_

Does your organization have a formal quality assurance system in operation?

\_\_\_\_\_

If your organization does have a formal quality assurance system has the system been certified by an independent body, and what is the name of this body?

\_\_\_\_\_

## References Form

Proposers should provide at least four (4) references for similar implementations. Please use one form per reference.

Customer Name:

---

Address:

---

---

---

Contact Name:

---

Contact Title:

---

Telephone Number:

---

E-Mail:

---

Date System Installed:

---

Description of Work:

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## **APPENDIX VII - COST PROPOSAL EVALUATION FORMS**

This appendix provides the forms that are required for inclusion in the cost proposal, as follows:

- Services Cost
- Software Cost Schedule
- Cost Summary Schedule

The prime contract and all sub-consultant (if any) costs should be submitted in the required format.

## Services Cost Schedule

Name of Proposer: \_\_\_\_\_

| <b>Services</b>                    | <b>Unit Rate<br/>(\$ per unit)</b><br>please state units<br>e.g. \$ per hour | <b>Initial Cost<br/>Year 1 (\$)</b> | <b>Annual Recurring<br/>Cost (\$)</b> |
|------------------------------------|------------------------------------------------------------------------------|-------------------------------------|---------------------------------------|
| Design                             |                                                                              |                                     |                                       |
| Prototype                          |                                                                              |                                     |                                       |
| Pilot Test                         |                                                                              |                                     |                                       |
| Full Rollout                       |                                                                              |                                     |                                       |
| Training                           |                                                                              |                                     |                                       |
| Software Maintenance               |                                                                              |                                     |                                       |
| Support                            |                                                                              |                                     |                                       |
| Disaster Recovery<br>Documentation |                                                                              |                                     |                                       |
| Other                              |                                                                              |                                     |                                       |
| <b>Total Costs</b>                 |                                                                              |                                     |                                       |

### Notes on the Services Cost Schedule

Proposers should complete only the unshaded boxes providing costs for each category of service as identified in the RFP. Notes should be provided to clarify the costs, as necessary. The Port will request a total service cost over three years.

## Software Cost Schedule

Name of Proposer: \_\_\_\_\_

| Software           | Initial Cost<br>Year 1(\$) | Annual Recurring<br>Cost (\$) |
|--------------------|----------------------------|-------------------------------|
|                    |                            |                               |
|                    |                            |                               |
|                    |                            |                               |
|                    |                            |                               |
| <b>Total Costs</b> |                            |                               |

### Notes on the Software Cost Schedule

Proposers should complete only the unshaded boxes providing costs for any additional software proposed.

Notes should be provided to clarify the costs, as necessary. For example, to explain license breakpoints if any, whether the software license is for the site, by user or concurrent users, and the warranty period.

All Microsoft licenses will be obtained directly by the Port through its existing Enterprise software purchase agreements. All other software proposed by vendor should be listed in table above.

The Port will request a total software cost over three years.

## Cost Summary Schedule

Name of Proposer: \_\_\_\_\_

|                   | Year 1 (\$) | Year 2 (\$) | Year 3 (\$) | Total Three Year Cost (\$) |
|-------------------|-------------|-------------|-------------|----------------------------|
|                   |             |             |             |                            |
| Service Cost      |             |             |             |                            |
| Software Cost     |             |             |             |                            |
| <b>Total Cost</b> |             |             |             |                            |

### Notes on the Cost Summary Schedule

Proposers should complete only the unshaded boxes by extracting the initial and annual recurring cost totals from the relevant schedules. In attached notes, proposers should also specify the dates at which the initial costs are incurred and the dates on which the annual recurring costs will start, taking account of the acceptance and implementation dates proposed.

### Confirmation of Proposal Price

The total proposal price should be reflected in the total three year cost in this schedule. Proposers are asked to confirm that the cost reflected on this schedule is the total price as proposed. Short-listed proposers will be given the opportunity to refine their cost proposal based on discussions during the evaluation process.

The total proposal price is \$\_\_\_\_\_

Signature of Proposer \_\_\_\_\_

## APPENDIX VIII – CONTRACTOR CERTIFICATION FORM

| CONTRACTOR CERTIFICATION FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose &amp; Instructions:</b> The purpose of this form is to ensure that all bidders/proposers are aware of POLB's Insurance Requirements and Contract Terms and Conditions. Please initial and date all statements that you agree with. A person who is authorized to bind your organization to the terms of this bid/proposal must sign and date in the space provided below including the individual's name and title. <i>This form is to be submitted along with your bid/proposal.</i> |                                                                                                                                                                                                                                   |
| Project Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                   |
| Spec #:<br>(if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                   |
| Company Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                   |
| Main Telephone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                   |
| Street Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                   |
| City, State, Zip Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                   |
| <b>Insurance Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | I understand the insurance requirements for the proposed scope of work. I have discussed the insurance requirements with my insurance carrier and my company will be able to obtain the required insurance if awarded a contract. |
| <b>Contract Terms and Conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | I have read the POLB contract template provided and agree to all standard terms and conditions.                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | I have read the POLB contract template provided and agree to the standard terms and conditions with the exception of what is noted in the space below.                                                                            |
| Explain:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                   |
| My signature below certifies that the statements initialed above are true and correct and I agree that our submitted proposal shall remain valid for the period of time stated in the RFP / RSOQ / RFQ. Furthermore, I understand that POLB is not bound to accept the lowest bid or award a contract for professional service contracts.                                                                                                                                                        |                                                                                                                                                                                                                                   |
| Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                   |
| Print Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                   |
| Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                   |
| Telephone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                   |
| Email Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                   |

2/17/2011

**APPENDIX IX – SBE-2P: SBE/VSBE COMMITMENT PLAN**

**Small Business  
Enterprise Program**  
www.polb.com/sbe

**POLB FORM SBE-2P: SBE/VSBE COMMITMENT PLAN FOR  
PROFESSIONAL SERVICES CONTRACTS**

**SECTION 1**

|                                                     |  |                                                      |  |
|-----------------------------------------------------|--|------------------------------------------------------|--|
| <b>Project Name:</b>                                |  | <b>Date:</b>                                         |  |
| <b>Prime Consultant:</b>                            |  | <b>Prime Contract \$ Amount:</b>                     |  |
| <b>Estimated \$ Value of Prime's Participation:</b> |  | <b>Estimated % of Prime's Participation:</b>         |  |
| <b>Estimated \$ Value of SBE Participation:</b>     |  | <b>Estimated SBE % of Prime Contract \$ Amount:</b>  |  |
| <b>Estimated \$ Value of VSBE Participation:</b>    |  | <b>Estimated VSBE % of Prime Contract \$ Amount:</b> |  |

**SECTION 2 (please refer to instructions on page 2)**

| Business Name, City, State,<br>Contact Person, Phone #                             | Indicate<br>"SBE"<br>or<br>"VSBE" | Indicate if<br>1 <sup>st</sup> Tier Sub,<br>Lower Tier<br>Sub, Vendor<br>or Supplier | Contract With         | Brief Description<br>of Work | \$ Value of<br>Subcontract,<br>Materials or<br>Services | % of Total<br>Prime<br>Contract<br>Value |
|------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------|-----------------------|------------------------------|---------------------------------------------------------|------------------------------------------|
| EXAMPLE: ABC Land<br>Surveyors, Long Beach, CA<br>Mr. Joe Smith, (562) 555-1212    | SBE                               | 1 <sup>st</sup> tier sub                                                             | Prime<br>Consultant   | Land surveying               | \$100,000                                               | 20%                                      |
| EXAMPLE: Tom's Survey<br>Supplies, Long Beach, CA<br>Mr. Tom Jones, (562) 555-1313 | VSBE                              | Supplier                                                                             | ABC Land<br>Surveyors | Surveying<br>supplies        | \$5,000                                                 | 1%                                       |
|                                                                                    |                                   |                                                                                      |                       |                              |                                                         |                                          |
|                                                                                    |                                   |                                                                                      |                       |                              |                                                         |                                          |
|                                                                                    |                                   |                                                                                      |                       |                              |                                                         |                                          |
|                                                                                    |                                   |                                                                                      |                       |                              |                                                         |                                          |
|                                                                                    |                                   |                                                                                      |                       |                              |                                                         |                                          |
|                                                                                    |                                   |                                                                                      |                       |                              |                                                         |                                          |
|                                                                                    |                                   |                                                                                      |                       |                              |                                                         |                                          |

Completed by: Prime Consultant Contact (please print or type)

Phone #

Signature

Date

Email

POLB Form SBE-2P

R071310

**INSTRUCTIONS FOR POLB FORM SBE-2P:  
SBE/VSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES CONTRACTS**

**INSTRUCTIONS FOR SECTION 2**

1. List all SBE/VSBE subconsultants, vendors, suppliers, and other businesses that will render materials or services under this contract. Only list SBEs/VSBEs.
2. If the prime consultant is an SBE/VSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE goals, the firm must be SBE certified on the Port's online vendor database (*The Network*), accessible from the SBE/VSBE Program page of the Port's website ([www.polb.com/sbe](http://www.polb.com/sbe)).
4. The Port does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The prime consultant must verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) on the Commitment Plan, by:
  - a. locating the SBE/VSBE on *The Network* ([www.thenetworkbidsystem.com](http://www.thenetworkbidsystem.com)) via the small business search function; and/or
  - b. contacting the Port's SBE Program staff to verify SBE/VSBE status.
6. Lower tier SBE/VSBE subconsultants and SBE/VSBE vendors/suppliers rendering materials or services to lower tier subconsultants must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The Port reserves the right to request proof of payment from the prime consultant/subconsultant to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE's/VSBE's subcontract, materials or services provided, the prime consultant shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.

**APPENDIX X – INSURANCE ENDORSEMENT FORMS**

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GENERAL LIABILITY SPECIAL ENDORSEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                          | ENDORSEMENT NO. _____                                                                                                                                                                                                                                                                                                                    | EFFECTIVE DATE (MM/DD/YY) _____                                                                                                                                                                  |
| <b>FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                  |
| <b>PRODUCER</b><br><br>Telephone _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>POLICY INFORMATION</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br><input type="checkbox"/> Deductible \$ _____ OR <input type="checkbox"/> Self-Insured Retention of \$ _____                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                  |
| <b>NAME INSURED &amp; ADDRESS</b><br><br>_____<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or activities of the Named Insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br>AGREEMENTS/PERMITS: _____<br>_____<br>_____ |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                  |
| <b>TYPE OF INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                  |
| <input type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made      Retroactive Date _____<br><input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> Occurrence<br><input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                          | <b>OTHER PROVISIONS</b><br><br>_____<br>_____<br>_____                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                  |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>LIABILITY LIMITS IN \$</b>                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                          | <b>CLAIMS:</b> Underwriter's Representative for claims pursuant to this insurance (must be completed if different than producer)<br><br>Name: _____<br>Address: _____<br>Telephone: (    ) _____ |
| <input type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<br><input type="checkbox"/> PERSONAL & ADVERTISING INJURY<br><input type="checkbox"/> FIRE LEGAL LIABILITY<br><input type="checkbox"/> EXPLOSION, COLLAPSE, UNDERGROUND HAZARDS (XCU)<br><input type="checkbox"/> CONTRACTUAL LIABILITY – RAILROADS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                                                          | AGGREGATE                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                  |
| 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. <b>ADDITIONAL INSURED.</b> The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and/or activities performed by or on behalf of the Named Insured.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.<br>3. <b>CANCELLATION NOTICE.</b> With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)<br>4. <b>SCOPE OF COVERAGE.</b> This endorsement shall afford coverage at least as broad as Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001.<br>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. |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                  |
| <b>ENDORSEMENT HOLDER / ADDITIONAL INSURED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                  |
| CITY OF LONG BEACH<br>BOARD OF HARBOR COMMISSIONERS<br>925 HARBOR PLAZA<br>LONG BEACH, CA 90802<br><br>ATTENTION: Risk Management Division<br>TELEPHONE: 562-901-1775<br>FAX: 562-499-3401                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                          | <b>AUTHORIZED REPRESENTATIVE</b><br><br>I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.<br><br>Signature _____<br>Title _____<br>Employer of Signatory _____<br>Telephone: (    ) _____ Date Signed _____ |                                                                                                                                                                                                  |

Revised 7-10

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                |                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                     | ENDORSEMENT NO.                                                                                                                                                                | EFFECTIVE DATE (MM/DD/YY) |
| <b>FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                |                           |
| <b>PRODUCER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>POLICY INFORMATION</b>                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Insurance Company:                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Policy No.:                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Policy Period: (from) (to)                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                |                           |
| Telephone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Deductible \$ OR <input type="checkbox"/> Self-Insured Retention of \$                                                                                                                                                                                                                                     |                                                                                                                                                                                |                           |
| <b>NAMED INSURED &amp; ADDRESS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>APPLICABILITY.</b> This insurance pertains to the operations and activities of the Named Insured under all written permits and agreements in force with the City unless checked here <input type="checkbox"/> in which case only the following specific permits and agreements with the City are covered:<br>AGREEMENTS/PERMITS: |                                                                                                                                                                                |                           |
| <b>TYPE OF INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>OTHER PROVISIONS</b>                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                |                           |
| <input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> TRUCKERS AND MOTOR CARRIER LIABILITY POLICY<br><input type="checkbox"/> GARAGEKEEPERS LIABILITY<br><input type="checkbox"/> STUNT ACTIVITY<br><input type="checkbox"/> OTHER _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                |                           |
| <b>LIABILITY LIMIT IN \$</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CLAIMS:</b> Underwriter's Representative for claims pursuant to this Insurance (must be completed if different than producer)                                                                                                                                                                                                    |                                                                                                                                                                                |                           |
| \$ _____ each accident, for bodily injury and property damage liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Name: _____<br>Address: _____<br>Telephone: ( ) _____                                                                                                                                                                                                                                                                               |                                                                                                                                                                                |                           |
| 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                |                           |
| <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED.</b> The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured.</li> <li><b>CONTRIBUTION NOT REQUIRED.</b> This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.</li> <li><b>CANCELLATION NOTICE.</b> With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)</li> <li><b>SCOPE OF COVERAGE.</b> This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001.<br/><input type="checkbox"/> Symbol 1 (any auto) <input type="checkbox"/> Symbol 2 (owned autos) <input type="checkbox"/> Symbol 7 (scheduled autos) <input type="checkbox"/> Symbol 8 (hired autos) <input type="checkbox"/> Symbol 9 (non-owned autos)</li> </ol> <p>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.</p> |                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                |                           |
| <b>ENDORSEMENT HOLDER / ADDITIONAL INSURED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                     | <b>AUTHORIZED REPRESENTATIVE</b>                                                                                                                                               |                           |
| CITY OF LONG BEACH<br>BOARD OF HARBOR COMMISSIONERS<br>925 HARBOR PLAZA<br>LONG BEACH, CA 90802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                     | I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. |                           |
| ATTENTION: Risk Management Division                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                     | Signature _____                                                                                                                                                                |                           |
| TELEPHONE: 562-901-1775                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                     | Title _____                                                                                                                                                                    |                           |
| FAX: 562-499-3401                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                     | Employer of Signatory _____                                                                                                                                                    |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                     | Telephone: ( ) _____ Date Signed _____                                                                                                                                         |                           |

Revised 7-10

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

| <b>PROFESSIONAL LIABILITY SPECIAL ENDORSEMENT</b><br><b>FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                          | ENDORSEMENT NO. | EFFECTIVE DATE (MM/DD/YY) |  |            |           |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------|--|------------|-----------|--|--|
| <b>PRODUCER</b><br><br>Telephone _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>POLICY INFORMATION</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br><input type="checkbox"/> Deductible \$ _____ OR <input type="checkbox"/> Self-Insured Retention of \$ _____<br>Retroactive Date _____                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| <b>NAMED INSURED &amp; ADDRESS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>APPLICABILITY.</b> This insurance pertains to services and activities of the Named Insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br>AGREEMENTS/PERMITS: _____                                                                                                                  |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| <b>TYPE OF INSURANCE</b><br><br><input type="checkbox"/> Claims Made Form <input type="checkbox"/> Occurrence Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>CLAIMS:</b> Underwriter's Representative for claims pursuant to this insurance (must be completed if different than producer)<br>Name: _____<br>Address: _____<br>Telephone: (    ) _____                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| <b>COVERAGES</b><br><br><input type="checkbox"/> ARCHITECTS /ENGINEERS PROFESSIONAL LIABILITY<br><input type="checkbox"/> ENVIRONMENTAL PROFESSIONAL LIABILITY<br><input type="checkbox"/> CONTRACTORS / PROJECT MANAGER'S PROFESSIONAL LIABILITY<br><input type="checkbox"/> LAWYER'S PROFESSIONAL<br><input type="checkbox"/> OTHER _____                                                                                                                                                                                                                                                                                                                                                                                                                  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d3d3d3;"> <th colspan="2" style="text-align: center; padding: 5px;">LIABILITY LIMITS IN \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH CLAIM</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table> |                                                                                                                                                                                                                                                                                                                                          |                 | LIABILITY LIMITS IN \$    |  | EACH CLAIM | AGGREGATE |  |  |
| LIABILITY LIMITS IN \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| EACH CLAIM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | AGGREGATE                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| 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. <b>CANCELLATION NOTICE.</b> This insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)<br>2. <b>SCOPE OF COVERAGE:</b><br>A. Policy covers scope of contracted services: <input type="checkbox"/> YES <input type="checkbox"/> NO<br>B. If NO, what contracted professional services are not covered: _____<br>3. <b>CONTRACTUAL LIABILITY COVERAGE:</b> <input type="checkbox"/> IS INCLUDED. <input type="checkbox"/> IS NOT INCLUDED.<br>4. <b>OTHER PROVISIONS:</b> The following exclusions or special provisions apply to this coverage. |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                          |                 |                           |  |            |           |  |  |
| CITY OF LONG BEACH<br>BOARD OF HARBOR COMMISSIONERS<br>925 HARBOR PLAZA<br>LONG BEACH, CA 90802<br><br>ATTENTION: <u>Risk Management Division</u><br>TELEPHONE: <u>562-901-1775</u><br>FAX: <u>562-499-3401</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>AUTHORIZED REPRESENTATIVE</b><br><br>I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.<br><br>Signature _____<br>Title _____<br>Employer of Signatory _____<br>Telephone: (    ) _____ Date Signed _____ |                 |                           |  |            |           |  |  |

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**Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.**

| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                          | ENDORSEMENT NO. | EFFECTIVE DATE (MM/DD/YY) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------|
| PRODUCER<br><br><br><br><br><br><br><br><br><br>Telephone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>POLICY INFORMATION</b><br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) _____ (to) _____<br><input type="checkbox"/> Deductible \$ _____ or<br><input type="checkbox"/> Self-Insured Retention of \$ _____                                                                                                                                               |                 |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>APPLICABILITY.</b> This insurance pertains to the operations and activities of the Named Insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br>AGREEMENTS/PERMITS: _____<br><br><b>OTHER PROVISIONS</b> |                 |                           |
| <b>COVERAGES (check as applicable)</b><br><input type="checkbox"/> Statutory Workers' Compensation <input type="checkbox"/> Employers Liability Limits _____ Bodily Injury (each accident)<br><input type="checkbox"/> U. S. L. & H. _____ Bodily Injury by Disease (each employee)<br><input type="checkbox"/> Jones Act _____ Bodily Injury by Disease (policy limit)<br><input type="checkbox"/> Federal Employers Liability Act (FELA) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                          |                 |                           |
| 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:<br>1. <b>WAIVER OF SUBROGATION.</b> The Insurance Company agrees to waive all rights of subrogation against the City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") for losses paid under the terms of this policy.<br>2. <b>CANCELLATION NOTICE.</b> With respect to the interests of City, this Insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice by receipted delivery has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)<br>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. |                                                                                                                                                                                                                                                                                                                                                                          |                 |                           |
| <b>ENDORSEMENT HOLDER</b><br>CITY OF LONG BEACH<br>BOARD OF HARBOR COMMISSIONERS<br>925 HARBOR PLAZA<br>LONG BEACH, CA 90802<br><br>ATTENTION: Risk Management Division<br>TELEPHONE: 562-901-1775<br>FAX: 562-499-3401                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                          |                 |                           |
| <b>AUTHORIZED REPRESENTATIVE</b><br>I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.<br><br>Signature _____<br>Title _____<br>Employer of Signatory _____<br>Telephone: ( ) _____ Date Signed _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                          |                 |                           |