

Harbor Department City of Los Angeles
LETTER OF INVITATION

ATTENTION ALL PROPOSERS

Date: August 29, 2011

Underwriting, Remarketing and Investment Banking Services

Notice is hereby given that the Harbor Department of the City of Los Angeles ("Department") will receive Statements of Qualification for underwriting, remarketing and investment banking services. Interested firms are invited to submit a Statement for the performance of the subject services. The process will be in strict accordance with the following Request for Statements of Qualification ("RFQ") document.

- ❑ Letter of Invitation
- ❑ Statement Requirements

An original and seven (7) copies of your Statement, in addition to a "read only" electronic file on a CD, and all information required by this RFQ should be addressed and delivered to the Department's offices at the following address:

Ms. Soheila Sajadian
Director, Debt & Treasury
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, California 90731

All Statements must be in writing, sealed and identified as to the contents and be received no later than 5:00 p.m. PDT on September 26, 2011. Statements received after 5:00 p.m. will be rejected and returned to the proposer unopened.

The Department reserves the right to reject any or all statements and to waive any informality or irregularity in any statement received. The award will be made to the most qualified and responsive proposer(s) in the Department's sole judgment.

Questions regarding this RFQ should be directed to Soheila Sajadian, at (310) 732-3756, via e-mail at ssajadian@portla.org. This RFQ may also be accessed at: <http://www.portoflosangeles.org/>. We look forward to your reply.

**REQUEST FOR QUALIFICATIONS FOR UNDERWRITING, REMARKETING
AND
INVESTMENT BANKING SERVICES**



**HARBOR DEPARTMENT
OF THE CITY OF LOS ANGELES**

**425 S. PALOS VERDES STREET
SAN PEDRO, CA 90731**

RELEASE DATE

AUGUST 29, 2011

**DUE DATE FOR STATEMENT OF
QUALIFICATIONS**

**SEPTEMBER 26,
2011**

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EXHIBITS

Exhibit A – Affirmative Action

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Exhibit C – Business Tax Registration Certificate (BTRC) Number

Exhibit D – Equal Benefits Ordinance

Exhibit E – RFQ Selection Evaluation Form

Exhibit F – Bidder Contributions CEC Form 55

DATE: August 25, 2011

The Harbor Department of the City of Los Angeles invites you to submit a Statement of Qualifications ("SOQs") for underwriting, remarketing and investment banking services.

Instructions and forms to be used in preparing the statement are set forth in this RFQ. Responses are due at or before 5:00 p.m. PDT on Monday September 26, 2011. Electronically transmitted statements will not be considered. All proposals will be date stamped as the Harbor Department receives them. The proposal opening will not be open to the public.

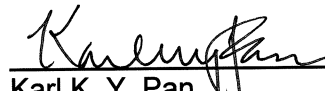
Responding firms are solely responsible for the timeliness of their submittals. As such, responding firms are cautioned to allow for adequate time to ensure that their statements are delivered at the location designated at or before the deadline set forth above. Responding firms are cautioned that matters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

Selected firms may be contacted to arrange for in-person interviews. Selection of the successful firms will be based on criteria listed in the information package. The Department does not anticipate holding a pre-proposal conference.

The right to reject any and all SOQs shall, in every case, be reserved, as shall the right to waive any informality in the proposal that to do so would be to the advantage of the City. Please do not submit a statement if your company is unable to comply with contract requirements of the City of Los Angeles, as set forth in this RFQ, as well as the City Charter, Los Angeles Administrative Code and all applicable laws, rules and regulations.

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

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT



Karl K. Y. Pan
Chief Financial Officer



Harbor Department of the City of Los Angeles

Request for Qualifications for Underwriting, Remarketing and Investment Banking Services

DEADLINE: Monday September 26, 2011 @ 5:00 p.m. PDT

I. HARBOR DEPARTMENT BACKGROUND INFORMATION

The Harbor Department of the City of Los Angeles (the “Department” or the “Port”) is an independent Proprietary (self-funded) Department of the City of Los Angeles (the “City”). As trustee for the State of California under a series of tidelands grants, the Department owns and operates the Port of Los Angeles, located in San Pedro Bay, approximately 20 miles south of downtown Los Angeles. The Port is the busiest container port in the nation handling 7.9 million twenty foot equivalent units during the 2011 fiscal year. In terms of physical size, the Port is the largest port on the west coast, occupying 7,500 acres of land and water encompassing approximately 43 miles of waterfront and 27 terminal facilities.

Additional information and background on the Port can be found on its website at:
www.portoflosangeles.org

II. OBJECTIVES

The objective of this Request for Qualifications is to establish a pool (“the Pool”) of qualified investment banking firms for underwriting, remarketing and investment banking services. These services may include debt structuring and the marketing and underwriting of bonds, variable rate securities and commercial paper in accordance with the Department’s Debt Management Policy. Once the Pool is established, the Department will choose firms from the Pool to meet the needs of each specific transaction.

III. SCOPE OF ENGAGEMENT

The Pool: The Pool is scheduled to remain in effect for a period of three years. The Pool will include firms deemed eligible to meet the financing needs of the Department based on the Department’s consideration of each firm’s ability to provide the highest quality investment banking services in the specific areas discussed in this RFQ. The Department will select firms from the Pool on an as-needed basis depending on the Department’s evaluation of a firm’s qualifications for specific transactions. When a specific transaction is contemplated, the Department will appoint firms to participate, as appropriate, in the position of senior manager or co-manager of specific financings or as commercial paper (“CP”) dealers (“Dealers”). The process of that appointment may include interviews or the

completion of a Department prepared questionnaire.

It is the intent of the Department to be as fair as possible in terms of business distribution to those firms selected to be in the Pool. Consequently, once a firm has participated in a transaction during the Pool's existence, the chance of its participation in another transaction during the period will diminish: the greater the role in one transaction, the lower the chance of participation in the next. Even so, if a firm is selected for the Pool, there is no assurance that the firm will ultimately be appointed to serve on any transaction. Additionally, the Department may use any of the firms in the Pool to provide other services as needed and the Department reserves the right to make changes to the Pool from time to time.

Firms selected from the Pool will be expected to be fully aware of the Department's financial policies and strategies, to establish or have a strong working relationship with the Department's staff and to be able to work seamlessly with the Department's designated financial advisor and attorneys, thereby assisting the Department in optimizing its financial structure and costs. The firms selected will also be expected to present the Department with a post-sale analysis of transactions.

IV. RFQ PROCESS

The specific requirements, instructions to firms, and qualifications evaluation methodology are described in detail in this RFQ. If your firm cannot agree to the requirements exactly as set forth in this RFQ, please do not submit an SOQ. **Please read this RFQ carefully and follow all instructions to ensure compliance with the Department's requirements and requests for information.** Based on a review and evaluation of the information submitted, Department staff will recommend to the Board of Harbor Commissioners the selection of investment banks for the proposed Pool.

V. STATEMENT OF QUALIFICATIONS EVALUATION / ORAL PRESENTATION

The Department reserves the sole right to judge the contents of all Statements of Qualifications. Firms submitting SOQs that, in the Department's sole discretion, are incomplete and/or do not follow content and format guidelines may be disqualified without further consideration. The SOQs will be evaluated on the following factors: **(1)** general (firm) experience; **(2)** personnel assigned; **(3)** a firm's ability to structure and issue securities to minimize true interest cost; **(4)** quantitative and technical expertise; and, **(5)** cost/fees. To be considered for the work, firms must demonstrate knowledge and/or experience in similar projects. Additionally, firms must have references that can attest to the quality of their past work.

The Department, in its sole discretion, may invite one or more firms to make an oral presentation. Such presentations will be evaluated and included as part of the overall SOQ evaluation process.

VI. PUBLIC RECORDS ACT

Responses to this RFQ become the exclusive property of the Department. If and when a contract is executed, all Statements of Qualifications submitted shall be regarded as public

records. Exceptions will be those elements in each Statements of Qualifications, which are defined by the firm as business or trade secrets and marked "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY." Any material that a firm does not want disclosed must be clearly marked as set forth above. Blanket statements regarding entire pages, documents, or other non-specific designations shall not be sufficient and shall not bind the Department in any way whatsoever. The Department shall not in any way be liable or responsible for the disclosure of any such records, including but not limited to, those so marked if disclosure is deemed to be required by law or by court order. If a dispute arises among the Department, the firm, and a person seeking disclosure of such records, the Department shall notify the firm so that firm has the opportunity to seek a court order precluding the disclosure of such information. In the absence of the firm obtaining such an order, the Department shall have the right to release the information.

VII. DESCRIPTION OF THE DEPARTMENT'S OUTSTANDING PARITY DEBT

By Section 609 of the City Charter, the Department has "... the power to borrow money and to issue bonds, refunding bonds, notes and other evidences of indebtedness ... for any lawful purpose, relating to the [Department], payable from the revenues of the [Department] and from any other money lawfully available to the [Department] or under its control, in the form and manner approved by the [Board of Harbor Commissioners]."

A. Revenue Bonds

The Department currently has five outstanding bond issues for total bonded debt of \$840.13 million as of August 31, 2011. The Department has achieved the highest credit rating for a non-tax backed container port in the country by all three rating agencies: Moody's Aa2, S&P AA and Fitch AA. Currently, the Department has no variable rate bonded debt outstanding.

B. Commercial Paper

As of August 31, 2011, the Department has a \$200 million CP Program in place, backed by a line of credit agreement dated July 1, 2009, due to expire in July 2012. As of August 31, 2011, there is \$100 million outstanding of the Department's CP Notes. The Department is authorized by the Board of Harbor Commissioners to issue up to \$375 million of commercial paper. The commercial paper notes rank on parity with the Department's Revenue Bonds.

In 2009, the Department entered into three-year agreements with two CP Broker/Dealers to market its CP Notes. The two contracts will expire on July 1, 2012.

C. Revolving Line of Credit

Currently, the Department has a \$60 million revolving line of credit that is due to expire on March 31, 2012. At this time, there is no balance outstanding.

D. Description of the Department's Capital Needs

The Department currently projects that its Capital Improvement Program will total approximately \$1.22 billion over the next five years. This amount remains under

constant review and may be subject to revision.

VIII. REQUIREMENTS

All responding firms must answer the questions under Article XII.

All responses must completely address the questions posed in this RFQ and responses must be submitted in the sequential order set out in the RFQ. Requested exhibits will not count against the page limit. Additional information, which will also not count against the page limit, may be attached as exhibits; however, all responses must be provided within the specified page limit. The Department makes no assurances that any non-requested additional information in exhibits will be reviewed.

Respondents shall be liable for all costs incurred in the preparation and submittal of their Statements of Qualifications, presentations, demonstrations, and pre-contract negotiations. Respondents shall not include these costs or expenses as a part of their SOQ.

IX. ADDITIONAL MATERIALS

For further information regarding the Harbor Department, please see the Department's website: <http://www.portoflosangeles.org/>

X. CONTENT AND FORM OF STATEMENT OF QUALIFICATIONS

A. Cover Letter

Include a brief letter (no more than one page) transmitting the SOQ and indicate the name, address, and telephone number of the person(s) authorized to sign for and make representations on behalf of the firm.

B. Table of Contents

Include a Table of Contents of the material presented in your SOQ showing the applicable page numbers.

C. Format

To simplify the evaluation process, your response must be submitted in the format described in this RFQ, both as to sequence and content. Each point of each question must be answered. The evaluation criteria will include the completeness and quality of responses. The typeface must be in Arial 11.

D. Page Limit

Responses are limited to a maximum of 16 pages in total on standard 8½" x 11" white sheets of paper of no more than 25 pound weight and 95 in brightness. The page count excludes the cover letter, table of contents, required Exhibits and required City forms associated with the Standard Contract Provisions. A page is defined to be one side of a sheet of paper, so 16 pages would constitute 8 sheets of paper. Those proposing to serve as a CP Dealer are allowed an extra 2 pages or a maximum of 18 pages or 9 sheets of paper.

Failure to comply with these provisions may result in disqualification of a SOQ.

XI. REQUEST FOR QUALIFICATIONS TENTATIVE SCHEDULE

<u>Activity</u>	<u>Date</u>
Statement of Qualifications Due.....	September 26, 2011
Short-Listed Firms Notified.....	Week of October 17, 2011
Interviews *.....	October 2011
Commission Consideration of Recommended Firms	November 2011

Conference - The Department does not anticipate holding a Pre-Qualification Conference

* **Americans With Disabilities Act** - As covered under Title II of the Americans With Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodations to ensure equal access to its RFQs, proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend an Interview, please contact the Contract Administrator at least three working days prior to the scheduled event.

XII. PROPOSAL CONTENT AND REQUIREMENTS (up to 16 or 18 pages as defined)

- A.** Provide the name of the firm and team leader, including mailing address, telephone number, and e-mail address.

Indicate whether your firm is applying for one or both of: fixed rate and/or variable rate (including Commercial Paper Dealer) underwriter roles. For fixed rate transactions, please indicate if your firm wishes to be considered for senior-manager, co-manager or both roles.

- B.** Provide a brief description of the firm including legal structure, headquarters location, and other locations.
- C.** Describe the team assigned to handle the Department's transactions, including: a) the role and responsibilities of each team member, b) experience of each team member with issuance of revenue bonds for California municipal entities, c) specialized knowledge of finance possessed by each team member, if any, d) the percentage of total work each team member is expected to dedicate to any financing for the Department, and e) the office location of each team member. Enclose resumes for each member of the assigned team as an Exhibit to your Statement of Qualifications.
- D.** Please provide the most recent financial information for your firm, which shows the capital, total capital, equity capital, net capital, and uncommitted (excess net) capital (daily average over the most recent 12 months).
- E.** Indicate whether your firm or any personnel proposed to work on the Department's transactions have been the subject of any disciplinary actions (fines, suspensions, etc.) by the Securities and Exchange Commission, Financial Industry Regulatory Authority or any other federal or state regulatory body, over the past five years. Provide a description of such disciplinary actions. (Supplemental information regarding disciplinary actions may be included as an Exhibit to your submittal).
- F.** Discuss your firm's experience serving U.S. ports and how that experience is applicable to the Department's financing program.
- G.** Describe two transactions (up to one page each) in which your firm demonstrated its technical and market capabilities and why they are applicable to the needs of the

Department. Describe any significant benefits that accrued to the issuer from the transaction. Include a description of any special problems or challenges encountered, and the solutions you provided.

- H. Provide the name, address and telephone number for references for whom similar services have been performed. References should be related to the services proposed to be provided and to the personnel described in the Statements of Qualifications. Provide a brief description of the services provided for each reference, as well as the team member that was involved with the engagement. Please include, as applicable, three (3) references for fixed rate bond issues, two (2) for commercial paper issues and one (1) for variable rate bonds.
- I. In an Exhibit, list your firm's experience serving as underwriter for fixed-rate, municipal revenue bond issues in California and nationwide seaports since August 2009. Include the date of sale, issuer, par amount, tax status of the issue and role in the transaction. Sum all par amounts by category (California and nationwide seaports), by your firm's role (book-runner, senior manager and co-manager) and by year.
- J. Has your firm served as a remarketing agent of variable rate debt for a port? What will be your firm's major contribution to the structuring, pricing, and distribution of the Department's Variable Rate Debt? In an Exhibit, list your firm's experience serving as remarketing agent for variable-rate, municipal revenue bond issues in California and nationwide seaports since August 2009. Include the date of sale, issuer, par amount, tax status of the issue and role in the transaction. Sum all par amounts by category (California and nationwide seaports), and by year.
- K. Has your firm served as commercial paper dealer for a port? What will be your firm's major contribution to the management, pricing, and distribution of the Department's CP Program? In an Exhibit, list your firm's experience as commercial paper dealer (tax-exempt, AMT and taxable programs) for revenue bond issuers in California and nationwide seaports. Please provide a list of commercial paper transactions for which your firm served as dealer since August 2009, separately indicating tax treatment (tax-exempt, AMT, and taxable) of each program. Please sum all par amounts by category (California and nationwide seaports) and by year.
- L. Describe your firm's experience in the primary and secondary market sale and trading of any of the Department's debt obligations since August 2009.
- M. Please demonstrate your firm's familiarity with the Department's debt portfolio. What recommendations do you have for enhancements to the portfolio? You may place charts or tables in an Exhibit.
- N. Is your firm in compliance with the City of Los Angeles' Charter Section 609 (e) related to prohibition of underwriter gifts and political contributions?
- O. With regards to fixed-rate bonds and floating rate bonds, provide your proposed fees for serving as book running senior manager, separately listing the management fee, not-to-exceed amounts for takedowns and a detailed listing of expenses. Assume these amounts will serve as ceilings on underwriting compensation and expenses for a hypothetical fixed rate issue of \$200 million. Note that the Department retains disclosure counsel; therefore, underwriters' counsel will not have the responsibility for preparing disclosure documents.

P. Describe your firm's proposed compensation for serving as CP Dealer. Separately, list any dealer fees, and a not-to-exceed amount for expenses, providing detail as to the nature of the expenses.

Q. State the reasons why your firm is best qualified to serve in the Department's underwriter pool.

R. Contract Administrative Requirements

In order for your proposal to be deemed responsive, the following documents MUST be included with your proposal:

Provide with your proposal the Small/Very Small Business Enterprise Participation Affidavit and Contractor Description forms provided in this RFQ as Exhibit B, fully filled out for your firm and any proposed subconsultants. The SBE participation will be 0%, including 0% VSBE.

Provide a letter from your insurance carrier indicating that the insurance requirements for this project as described in this RFQ are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier must be aware of the indemnification requirements also set forth in this RFQ. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award.

Proposers must submit CEC form (See Exhibit F). Proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

XIII. PROCEDURES FOR SUBMITTAL

Following the review of all attachments to this RFQ, respondents shall submit one (1) original, seven (7) copies, and a read only CD of the Statement of Qualification including all required forms, by **5:00 p.m. PDT on Monday September 26, 2011** to the Department at the address below.

A. Submission of SOQs

1. All submissions of Statements of Qualifications must be directed to:

Ms. Soheila Sajadian
Debt & Treasury

Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731

2. INFORMATION SUBMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.
3. All materials submitted in accordance with this RFQ become the property of the Department and will not be returned. The Department reserves the right to cancel this RFQ, reject any and all submittals and to waive informalities and/or irregularities. The Department and its advisors will not be liable for any costs associated with your firm's preparation of its response to this RFQ. Nothing in this RFQ, the responses, or the Department's acceptances of any response in whole or in part shall obligate the Department to complete negotiations with the related firm. The Department will not provide an engagement letter to any firm. The Department reserves the right to end, in its sole discretion, negotiation with any firm at any time up to the consummation of the transaction arising from this RFQ. The Department reserves the right to conduct independent reviews in addition to the information submitted by your firm.

B. Communication with the Department during the Qualification Process

If you have any questions regarding this RFQ, please contact Ms. Soheila Sajadian by telephone at 310-732-3756 or by email at: SSajadian@portla.org. Any other contact with Department personnel related to this RFQ, prior to the formal establishment of the Pool or appointment of commercial paper dealers, is expressly prohibited without the written consent of Ms. Sajadian. Any firm violating this request may be excluded from the selection process.

XIV. EVALUATION PROCESS AND SELECTION CRITERIA

All proposals meeting the requirements of this RFQ shall be reviewed and rated by a Department evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) project organization, personnel, and staffing; 3) project approach, work plan, management, and timeline; 4) rates, fees, and budget control, and 5) quality and responsiveness of the proposal. See Exhibit E.

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the Pool. All recommendations are subject to the approval of the Chief Financial Officer, the Executive Director of the Harbor Department, and the Board of Harbor Commissioners.

XV. STANDARD CONTRACT PROVISIONS

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

Affirmative Action

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

Small/Very Small Business Enterprise Program

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

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

Business Tax Registration Certificate

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

Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer's broker must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's coverage, or that the broker is able to provide such coverage should the proposer be selected. The broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award.

1. Indemnity

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

3. Professional Liability Insurance

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

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

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

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

Conflict of Interest

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

further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

Compliance with Applicable Laws

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

Governing Law / Venue

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

Termination Provision

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

Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

2. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

Trademarks, Copyrights, and Patents

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

Confidentiality

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

Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Executive Director of Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

Termination Due to Non-Appropriation of Funds

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

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

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

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

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

Taxpayer Identification Number

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

Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

Wage and Earnings Assignment Orders/Notices of Assignments

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

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

Equal Benefits Policy

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance

172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit D.

State Tidelands Grants

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

Contract Solicitations Charter Section 470 (c) (12)

Persons who submit a response to this solicitation (proposers) are subject to Charter section 470 (c) (12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC form 55 to the awarding authority at the same time the response is submitted (See Exhibit F). The form requires proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions

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

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;

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

EXHIBIT B – SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

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

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is 523110. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$7 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

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

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

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

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

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

Signature _____

Title _____

Printed Name _____

Date Signed _____

NOTARY

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

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

to execute the affidavit and did so as his or he free act and deed.

SEAL

Notary Public _____
Commission Expires _____

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____
Contract Title: _____
Business Name: _____ Award Total: \$ _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

Contractor Description Form

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

Exhibit C - Business Tax Registration Certificate (BTRC) Number

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

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

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

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

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (213) 473-5901

Exhibit D- Equal Benefits Ordinance

Sec. 10.8.2.1. Equal Benefits Ordinance

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

EXHIBIT E

RFQ SELECTION EVALUATION FORM

PROJECT: UNDERWRITING, REMARKETING AND INVESTMENT BANKING SERVICES

SCORING GUIDELINES:

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

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

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

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matters areas?		5	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager? Locally based firm or team?		5	
C. Project Approach, Work Plan, Management and Timeline	Quality of proposed work plan to meet project requirements? Quality of project management and timeline?		4	
D. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		3	
E. Quality and Responsiveness of the Proposal	Is the proposal clear and understandable? Does the proposal meet all of the RFQ requirements?		3	
			A+B+C+D+E =20	Maximum points possible = 100

EXHIBIT F

	City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1960	<i>Bidder Contributions</i> <i>CEC Form 55</i>
ALL BOXES MUST BE COMPLETED		
Bid/Contract Number: _____		Date Bid Submitted: _____
Description of Contract: _____		
Department: _____		
BIDDER		
Name: _____		
Address: _____		
Email (optional): _____ Phone: _____		
PRINCIPALS		
Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent or are authorized by the bid or proposal to represent the bidder before the City.		
Name: _____ Title: _____		
Name: _____ Title: _____		
Name: _____ Title: _____		
Name: _____ Title: _____		
Name: _____ Title: _____		
☐ _____ additional sheets are attached. ☐ Bidder is an individual with no principals.		
SUBCONTRACTORS		
Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).		
Subcontractor: _____		
Subcontractor: _____		
Subcontractor: _____		
Subcontractor: _____		
☐ _____ additional sheets are attached. ☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.		



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 1 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent or are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and will notify my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify that the information provided above is true and complete. I understand that I must amend this form within five business days if the information above changes.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.