



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT [www.portoflosangeles.org](http://www.portoflosangeles.org)

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August 16, 2011

Ladies/Gentlemen:

**SUBJECT: REQUEST FOR QUALIFICATIONS FOR WEB-BASED BID MANAGEMENT SERVICES**

The City of Los Angeles (Harbor Department) is inviting firms qualified to provide Web-based bid management services, that will (amongst other features) provide web notification for solicitation of construction contracts for bid, provide answers to questions from potential bidders, function as a database of contractors and other data associated with the bidding process, receive bids electronically from contractors via the Internet, upload bid and project documents, and provide bid document management. The firm selected will host said services through a software-as-a-service (SaaS) system, where the system can be used without the need for the Harbor Department to obtain and load programs on a user computer. Optional features may include the ability to provide a Web-based collaborative construction management system to facilitate communication, and workflows for processing documents between all parties involved in a construction project during the life of the construction project. Please find enclosed a description of the full scope of work and qualifications. This Request for Qualifications (RFQ) is available to download at [www.portoflosangeles.org](http://www.portoflosangeles.org).

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

POLA is the busiest container port in the United States, and 8th busiest in the world. This booming seaport complex is known for its groundbreaking environmental initiatives, progressive security measures, and diverse recreational and educational facilities. POLA encompasses over 7,500 acres, with over 43 miles of waterfront. Serving over 40 shipping and cruise lines, the 24 cargo terminals and World Cruise Center support over 3,000 vessel arrivals, carrying nearly 160 million metric revenue tons of cargo, and close to one million passengers every year.

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

The Harbor Department's Construction Division is responsible for managing all construction contracts. The Division's management philosophy aims at achieving successful delivery of construction projects within the constraints and requirements of quality, budget and schedule while minimizing construction impacts on the environment, community and customers. As such, the Construction Division desires the subject services to support ongoing efforts of our team of construction managers.

If you are qualified and interested in being considered for this work, please submit your Statement of Qualifications (SOQ) addressing the following items:

1. System Functionality

Briefly summarize how your software-as-a-service system works. Describe how the users access the service and how it will function (inside and outside the Port's network). Describe the implementation process of the system service and timeline. Describe the technical aspects of the system, including the internet requirements. Describe the data management, including security, back up process, and ownership during and after service contract. Explain the extent of customization possibilities to code. Provide details on the level of technical support and troubleshooting provided by the company.

2. System Features

Identify and describe the system features, in relation to those required and desired features listed in the enclosed Scope of Services. Describe standard features and customizable features. All features provided will be considered in evaluating your qualifications.

Please complete and submit with your SOQ, the enclosed "Scope of Services Evaluation Form I" and "Scope of Services Evaluation Form II".

3. Experience

Provide background on your company. Provide details on similar projects, and companies the system has been used for. Provide a list of references from other municipalities or companies that have used, or are using, your service. Provide level of expertise from staff on Web-based Bid Management System.

4. Training and Additional services

Describe the training that will be provided with the system and all training materials that will be provided. Provide a detailed description of the subjects

covered and length of the training program. List and describe any additional services.

In addition to its appearance and organization, this information will be used by a selection committee to evaluate your firm's experience and qualifications as they relate to this project, using the enclosed Evaluation Sheet. Firms will be ranked by a selection committee. The top ranked firms will be invited to proceed in the selection process by submitting a formal proposal.

Any affidavits or forms included or referenced in the enclosed Standard Contract Provisions are for your information only and are not required to be submitted with your SOQ. The selected short list of firms will be required to complete these documents and include them with their proposal.

Your SOQ, including the cover letter, shall not be greater than ten (10) one-sided pages (12 pt. font). In summary, your SOQ shall include the following:

- A discussion of items 1 through 4 above
- Completed "Scope of Services Evaluation Form I"
- Completed "Scope of Services Evaluation Form II"

Your firm's brochure and dividing pages will not count toward this ten page limit, and will not be considered in evaluating the SOQ. The submittal shall be in a single sealed package, with the name and address of the firm in the upper left hand corner and marked "SOQ for Web-Based Bid Management System".

One (1) original with five (5) copies of your SOQ must be submitted on or before 3:00 p.m. on September 22, 2011 to:

SHAUN SHAHRESTANI, Chief Harbor Engineer  
Los Angeles Harbor Department - Construction Division  
425 S. Palos Verdes Street  
San Pedro, CA 90731  
Attn: Michael Myung

Please direct all questions regarding this RFQ to Michael Myung by e-mail at [MMyung@portla.org](mailto:MMyung@portla.org). Questions submitted before September 16, 2011 will be answered in writing and sent to the original requestor via e-mail and posted on the Harbor Department's website at [www.portoflosangeles.org](http://www.portoflosangeles.org). Firms wishing a hard copy following e-mail responses must specifically request such response. It is the responsibility of all firms to review the Port's website for any revisions to this RFQ or answers to questions prior to submitting an SOQ, in order to ensure their proposal is complete and responsive.

If your firm cannot agree to the requirements exactly as set forth in this RFQ, including the enclosed Standard Contract Provisions, please do not submit an SOQ. Electronically transmitted SOQs will not be considered. All SOQs will be date-

stamped as the Harbor Department receives them. The SOQ opening will not be open to the public.

Firms submitting SOQs are solely responsible for the timeliness of their submittals. As such, you are cautioned to allow adequate time to ensure that the SOQs are delivered at the location designated at or before the deadline set forth above. 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 SOQ, whether the SOQ is submitted in person or by mail.

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

The right to reject any and all SOQs, and to waive any informality is reserved. Responses to this RFQ become the exclusive property of the City of Los Angeles. All SOQs submitted in response to this RFQ become a matter of public record and shall be regarded as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, if they are not plainly marked "Trade Secret," "Confidential" or "Proprietary," or if disclosure is required under the provisions of law, or by order of court. If the City is required to disclose any records, the Proposer will be responsible for seeking and obtaining a court protective order to prevent such a release. Any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

Sincerely yours,

  
for **SHAUN SHAHRESTANI**  
Chief Harbor Engineer  
Construction Division

Enclosures:

Scope of Services (including Evaluation Form I, Evaluation Form II, and Evaluation Form III)

Standard Contract Provisions

## SCOPE OF SERVICES

The Consultant shall provide a Web-based bid management services system, to which the Port can subscribe, that will (amongst other features) advertise construction contracts for bid, provide answers to questions from potential bidders, function as a database of contractors and other data associated with the bidding process, and receive bids from contractors through the Internet. The system must be a software-as-a-service (SaaS), where the system can be used without the need to obtain and load programs on a user computer. Optional features may include the ability to provide a Web-based collaborative construction management system to facilitate communication, and workflows for processing documents between all parties involved in a construction project during the life of the construction project.

### I. Web-Based Bid Management

The following is a list of system features and services that the Web-Based Bid Management System shall provide:

#### A. General

- Record all potential bidders who have downloaded or accessed bidding documents, creating a “plan holder’s list”
- Register potential vendors online without the need for assistance

#### B. Bid Document Management

- Allow interested bidders to access and download documents (Plans, Specifications, RFQs, RFPs, etc.) for review, printing and submission to the Port of Los Angeles
- Submit a bid and/or proposal through the system in accordance with the Public Contracting Code and other applicable codes and regulations
- Issue and manage addendums to bid documents
- Contract document repository
- Self-publish documents to a private plan room

#### C. Messaging System

- Receive inquiries from potential bidders
- Communicate responses to bidder inquiries to all parties on the plan holder’s list
- Attach documents to messages sent to potential bidders
- Track the delivery of messages

#### D. Automated Notification System

- Identify and send notices to contractors who express an interest in working on a specific project
- Post bid results for review
- Automatically send notifications and updates of bidding opportunities by work interest to contractors

- Automatically notify plan holders of upcoming deadlines, posting of questions and answers, posting of addendums, or any other notices that are posted on the system
- Allow any interested parties to access the plan holders list for a bid advertisement

#### E. Forms

- Create multiple line item bid forms
- Allow self-service online vendor registration

#### F. Internal Reports

- Provide an archive of bids submitted by a particular contractor and roll up into an archive of bid history
- Maintain and download a database of unit prices for bid items from previous bid results
- Compare bids to historical values
- Provide modification history

#### G. Automated Work Process

- Evaluate, analyze and rank bids received
- Monitor contract compliance management

#### H. Display Information

- Maintain vendor performance rating
- Save bidders lists
- Provide Small Business Enterprise and subcontractor reference

#### I. Data Customization

- Provide customizable data entry fields/database fields
- Provide customizable reports
- Restrict access to data
- Allow import/export of contactor/vendor data
- Allow the Port to enter data
- Specify fields that are required to be completed

Although not required, the following is a list of other features and services that are desired:

#### A. Bid Document Management

- Provide electronic document tracking capabilities
- Allow vendors/contractors to upload multiple documents
- Automatically compress multiple files into zip files for easy download
- Allow to digitally sign and encrypt bids and attachments

**B. Notification System**

- Monitor license expiration dates and send notification prior to expiration
- Send news and events to contractors/vendors who are registered in the system
- Allow for multiple contacts per company

**C. Internal Reports**

- Track Small Business Enterprise (and other categories) participation in bids

**D. Automated Work Process**

- Determine Small/Very Small Business Enterprise status upon registration
- Verify contractor license information upon registration

**E. Display Information**

- View plans and other documents online

**F. Additional Data Customization**

- Create an Emergency Operations Module – manage vendors willing and able to provide services on an emergency basis

**G. Compatibility (Multi-platform)**

- Synchronize alerts, messages, etc., with Microsoft Outlook
- Share data with the Los Angeles Business Virtual Network (LABVN)
- Capability to share data with the Track4LA
- Capability to share data with LAHD Enterprise Resource Planning System (ERP)
- Compatible with MS Office products as well as other desktop software (Adobe Acrobat, Primavera)

**H. Web-Based Collaboration Construction Management System**

- Provide a secure client-defined structure with independent permissions
- Provide real-time message tracking and time/date stamps on all communication transactions
- Provide an Executive Dashboard to easily review all projects at the summary level
- Provide role-based dashboards with key performance indicators and customizable reports
- Create, track, and/or store construction processes, including, but not limited to, requests for information, submittals, meeting minutes, correspondence, and reports in the system.
- Provide customizable workflows to process construction processes through review, comment and approval stages

- Allow project members to view outstanding items and ball-in-court status
- Provide customizable reports
- Link documents and forms to gather relevant documents related to a specific topic
- Organize potential issues and give project team members an opportunity to collaborate on issue resolution
- Provide a project specific repository for all project related documents, contracts, and information
- Track file activity and provide notice of activity in a specified area or topic
- Automatically synchronize documents between the system and a local storage source
- Allow members to manage, share, find, view, and update the latest project documents
- Allow users to control access to documents
- Provide an integrated viewer that includes redline and markup capabilities
- Control access to specific areas within a form based on user rights and roles
- Specify the role of individual users unique to each project
- Allow for the temporary delegation of a role to another user
- Facilitate private dialogue allowing project members to formulate draft responses to submittals and requests for information privately before officially posting a response
- Archive project information, documents, forms and other data, and the historic activity of each, to a location off of the system
- Upload and store photos
- Upload and view schedules
- Share and retrieve information with other database systems

## **II. Training**

- The Consultant shall provide in-house training for Project Construction Managers, teaching them how to create, maintain and review Web-based bids. Trainers shall be certified trainers and have successfully trained users in the use of the Web-Based system. At least four hours of training shall be made available monthly, as directed by the Engineer. Training shall be conducted at the Harbor Administration Building and shall be available to all Project Construction Managers, Senior Construction Managers, Harbor Engineers, and administrative staff in the Construction Division.

## **III. Additional As-Needed Services**

- Upon request from the Engineer, the Consultant shall provide additional as-needed services to support the Web-based Bid Management system.

**Scope of Services Evaluation Form I.*****Required Features of Web-Based System***

|                         |  |
|-------------------------|--|
| <b>Web Service Name</b> |  |
| <b>Firm Name</b>        |  |

| <b>Features</b>                                                                               | <b>Yes/No</b> | <b>Notes</b> |
|-----------------------------------------------------------------------------------------------|---------------|--------------|
| <b>I. General</b>                                                                             |               |              |
| Report list of all parties that have downloaded or accessed bid documents (plan holders list) |               |              |
| Register potential vendors online without the need for assistance                             |               |              |
| <b>II. Bid Document Management</b>                                                            |               |              |
| Provide bid documents (plans, specs, RFQs, RFPs, etc.) to contractor/vendors                  |               |              |
| Process online bid proposals                                                                  |               |              |
| Issue and manage addendums to bid docs                                                        |               |              |
| Manage documents in a repository                                                              |               |              |
| Self-publish documents to a private plan room                                                 |               |              |
| <b>III. Messaging System</b>                                                                  |               |              |
| Allow electronic bidder inquiries and responses to all parties on plan holders list           |               |              |
| Provide ability to attach documents to messages                                               |               |              |
| Track messages to and from contractors/vendors in a log (time, date, etc.)                    |               |              |
| <b>IV. Automated Notification System</b>                                                      |               |              |
| Identify projected/interested contractors for upcoming projects                               |               |              |
| Notify online bid results and award                                                           |               |              |
| Send notification and update of bidding opportunities of projects by work interest            |               |              |
| Notify plan holders of upcoming deadlines, and updates                                        |               |              |
| Provide access to plan holders list for bid advertisement                                     |               |              |
| <b>V. Forms</b>                                                                               |               |              |
| Provide multiple line item bid forms                                                          |               |              |
| Provide pre-qualification application forms                                                   |               |              |
| <b>VI. Internal Reports</b>                                                                   |               |              |
| Report archive of contractor history, with roll up                                            |               |              |

**Scope of Services Evaluation Form I. (cont.)**

|                                                                            |  |  |
|----------------------------------------------------------------------------|--|--|
| capability                                                                 |  |  |
| Report retention of prices from previously bid results                     |  |  |
| Report bid comparisons to historical values                                |  |  |
| Modification history                                                       |  |  |
| Track modification of bid history                                          |  |  |
| <b>VII. Automated Work Process</b>                                         |  |  |
| Provide automated bid analysis                                             |  |  |
| Provide automated contract compliance                                      |  |  |
| <b>VIII. Display Information</b>                                           |  |  |
| Show vendor performance rating                                             |  |  |
| Show saved bidders lists                                                   |  |  |
| Display information on Small Business and Sub-contractor Outreach programs |  |  |
| <b>IX. Data Customization</b>                                              |  |  |
| Provide customizable data entry fields/database fields                     |  |  |
| Provide customizable reports                                               |  |  |
| Restrict access to data                                                    |  |  |
| Allow import/export of contractor/vendor data                              |  |  |
| Allow the Port to enter data                                               |  |  |
| Specify fields that are required to be completed                           |  |  |

**Scope of Services Evaluation Form II.*****Desired Features of Web-Based System***

|                         |  |
|-------------------------|--|
| <b>Web Service Name</b> |  |
| <b>Firm Name</b>        |  |

  

| <b>Features</b>                                                                                                   | <b>Yes/No</b> | <b>Notes</b> |
|-------------------------------------------------------------------------------------------------------------------|---------------|--------------|
| <b>I. Bid Document Management</b>                                                                                 |               |              |
| Provide electronic document tracking capabilities                                                                 |               |              |
| Allow multiple document uploads                                                                                   |               |              |
| Allow automated zip compression                                                                                   |               |              |
| Provide digitally signed, fully encrypted bids and attachments                                                    |               |              |
| <b>II. Notification System</b>                                                                                    |               |              |
| Notify contractors/vendors and POLA when license expires                                                          |               |              |
| Send news and events posting to registered users                                                                  |               |              |
| Allow multiple contacts per company                                                                               |               |              |
| <b>III. Internal Reports</b>                                                                                      |               |              |
| Provide MBE/WBE/OBE/SBE (and other categories) reports                                                            |               |              |
| <b>IV. Automated Work Process</b>                                                                                 |               |              |
| Identify and determine Small Businesses (and other categories)                                                    |               |              |
| Verify contractor license information upon registration                                                           |               |              |
| <b>V. Display Information</b>                                                                                     |               |              |
| Provide online plan viewing capability                                                                            |               |              |
| <b>VI. Additional Data customization</b>                                                                          |               |              |
| Create an Emergency Operations Module – manage vendors willing and able to provide services on an emergency basis |               |              |
| <b>VII. Compatibility (Multi-platform)</b>                                                                        |               |              |
| Is compatible with MS Outlook (for scheduling, alerts, messages, etc.)                                            |               |              |
| Share data with LABVN                                                                                             |               |              |
| Share data with Track4LA                                                                                          |               |              |
| Links up with ERP                                                                                                 |               |              |
| Is compatible with other desktop work programs (Word, Excel, Project, Primavera, Acrobat)                         |               |              |
| <b>VIII. Web-Based Collaboration Construction Management System</b>                                               |               |              |
| Provide a secure client-defined structure with independent permissions                                            |               |              |
| Provide real-time message tracking and time/date stamps on all communication transactions                         |               |              |

**Scope of Services Evaluation Form II. (cont.)**

|                                                                                                                                                                                           |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Provide an Executive Dashboard to easily review all projects at the summary level                                                                                                         |  |  |
| Provide role-based dashboards with key performance indicators and customizable reports                                                                                                    |  |  |
| Create, track, and/or store construction processes, including, but not limited to, requests for information, submittals, and meeting minutes, correspondence, and reports, in the system. |  |  |
| Provide customizable workflows to process construction processes through review, comment and approval stages                                                                              |  |  |
| Allow project members to view outstanding items and ball-in-court status                                                                                                                  |  |  |
| Provide customizable reports                                                                                                                                                              |  |  |
| Link documents and forms to gather relevant documents related to a specific topic                                                                                                         |  |  |
| Organize potential issues and give project team members an opportunity to collaborate on issue resolution                                                                                 |  |  |
| Provide a project specific repository for all project related documents, contracts, and information                                                                                       |  |  |
| Track file activity and provide notice of activity in a specified area or topic                                                                                                           |  |  |
| Automatically synchronize documents between the system and a local storage source                                                                                                         |  |  |
| Allow members to manage, share, find, view, and update the latest project documents                                                                                                       |  |  |
| Allow users to control access to documents                                                                                                                                                |  |  |
| Allow users to control access to documents                                                                                                                                                |  |  |
| Provide an integrated viewer that includes redline and markup capabilities                                                                                                                |  |  |
| Control access to specific areas within a form based on user rights and roles                                                                                                             |  |  |
| Specify the role of individual users unique to each project                                                                                                                               |  |  |
| Allow for the temporary delegation of a role to another user                                                                                                                              |  |  |
| Facilitate private dialogue allowing project members to formulate draft responses to submittals and requests for information privately before officially posting a response               |  |  |
| Archive project information, documents, forms and other data, and the historic activity of each, to a location off of the system                                                          |  |  |
| Upload and store photos                                                                                                                                                                   |  |  |
| Upload and view schedules                                                                                                                                                                 |  |  |
| Share and retrieve information with other database systems                                                                                                                                |  |  |

**Scope of Services Evaluation Form III.****PROJECT:** Project name

|                                            |                                                                                                                                                                                                                                                                       |                            |                      |                       |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------|-----------------------|
| <b>Firm Name:</b>                          |                                                                                                                                                                                                                                                                       | <b>Evaluated by:</b>       |                      | <b>Date:</b>          |
|                                            |                                                                                                                                                                                                                                                                       |                            |                      |                       |
| <b>CRITERIA TO BE RATED</b>                |                                                                                                                                                                                                                                                                       | <b>Rater's Score (0-5)</b> | <b>Weight Factor</b> | <b>Weighted Score</b> |
| <b>A. System Functionality</b>             | Is this hosted service secured? Is the data backed up and how often? Will the data be available after services discontinued? Who owns the programming code? Quality of proposed work plan to implement system and timeline? Provide tech support and troubleshooting? |                            | 6                    |                       |
| <b>B. Required System Features</b>         | Does the system include all of the required features listed in the scope of services?                                                                                                                                                                                 |                            | 7                    |                       |
| <b>C. Optional System Features</b>         | Does the system include all of the optional features listed in the scope of services?                                                                                                                                                                                 |                            | 4                    |                       |
| <b>D. Experience</b>                       | How long has the company been in business? Has the company done similar work (construction and engineering discipline, other municipalities)? Staff experience?                                                                                                       |                            | 4                    |                       |
| <b>E. Training and Additional Services</b> | Does the company provide training? Does the company provide training materials? Does the firm provide any additional services?                                                                                                                                        |                            | 3                    |                       |

Contract/Administrative Requirements (Verification of intent or compliance)

a. City of Los Angeles Contracts Yes/No

b. References Provided Yes/No

**SCORING GUIDELINES:**

- 0 - Not Included
- 1 - Marginal Abilities/Serious Deficiencies
- 2 - Adequate with Minor Deficiencies
- 3 - Adequate/Standard/Acceptable
- 4 - Well Qualified
- 5 - Exceptionally Well Qualified

## STANDARD CONTRACT PROVISIONS

### 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.

### 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.

### 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<sup>®</sup> at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

### General Liability Insurance

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

and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

#### Auto Liability Insurance

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

#### Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

## 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. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA<sup>®</sup> at <http://track4la.lacity.org/>.

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

## 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 Development, 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 E). 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](http://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](http://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 **541512**. 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 \$25 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 her 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](http://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**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                            |                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>City Ethics Commission</b><br>200 N Spring Street<br>City Hall — 24th Floor<br>Los Angeles, CA 90012<br>Mail Stop 129<br>(213) 978-1960 | <h2 style="margin: 0;">Bidder Contributions</h2> <h3 style="margin: 0;">CEC Form 55</h3> |
| <b>ALL BOXES MUST BE COMPLETED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                            |                                                                                          |
| Bid/Contract Number: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                            | Date Bid Submitted: _____                                                                |
| Description of Contract: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                            |                                                                                          |
| Department: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                            |                                                                                          |
| <b>BIDDER</b><br>Name: _____<br>Address: _____<br>Email (optional): _____ Phone: _____                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                            |                                                                                          |
| <b>PRINCIPALS</b><br>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: _____<br>Name: _____ Title: _____<br>Name: _____ Title: _____<br>Name: _____ Title: _____<br>Name: _____ Title: _____                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                            |                                                                                          |
| <input type="checkbox"/> _____ additional sheets are attached. <input type="checkbox"/> Bidder is an individual with no principals.                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                            |                                                                                          |
| <b>SUBCONTRACTORS</b><br>Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                            |                                                                                          |
| Subcontractor: _____<br>Subcontractor: _____<br>Subcontractor: _____<br>Subcontractor: _____                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                            |                                                                                          |
| <input type="checkbox"/> _____ additional sheets are attached. <input type="checkbox"/> Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.                                                                                                                                                                                                                                                                                                                     |                                                                                                                                            |                                                                                          |

|                                                                                   |                                                                                                                                            |                                                                                          |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|  | <b>City Ethics Commission</b><br>200 N Spring Street<br>City Hall — 24th Floor<br>Los Angeles, CA 90012<br>Mail Stop 129<br>(213) 978-1960 | <h2 style="margin: 0;">Bidder Contributions</h2> <h3 style="margin: 0;">CEC Form 55</h3> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|

**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.