
***LOS ANGELES HARBOR DEPARTMENT
PORT POLICE***



**GEOGRAPHIC INFORMATION
SYSTEMS CONSULTING SERVICES**

REQUEST FOR PROPOSALS



December 18, 2008



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

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December 18, 2008

Prospective Consultants:

**SUBJECT: REQUEST FOR PROPOSALS FOR GEOGRAPHIC
INFORMATION SYSTEMS CONSULTING SERVICES**

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide Geographic Information Systems Consulting Services. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

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

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

For questions regarding this RFP, please contact Julia Kirwan, Chief Project Coordinator, in writing at Los Angeles Port Police, 425 S. Palos Verdes Street, San Pedro CA 90731, or by email at jkirwan@portla.org. Questions will be answered in writing and sent to the original requestor, posted on the Department's website at www.portoflosangeles.org and sent via e-mail to all known recipients of this RFP. Firms wishing a hard copy following e-mail responses must specifically request such response. It is the responsibility of any proposers to review the port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

Prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the Department's Contracts Management Database, e-diversityXchange. You can register by going to www.portoflosangeles.org and clicking on the 'Business' link.

Sincerely,

RONALD J. BOYD
Chief of Police
Los Angeles Port Police

RJB:JLK:jad

Schedule

Request for Proposals Published	December 18, 2008
Pre-Proposal Meeting (mandatory)	January 21, 2009 10:00 am Board Room Harbor Administration Building 425 S. Palos Verdes St. San Pedro, CA90731
Submit Questions	February 4, 2009 by 3pm
Response to Questions	February 18, 2009
Proposals Due	March 11, 2009 by 3pm
Assessment of Submittals Completed	April 2009
Consultant Selection	May 2009 (approximate)

Proposal Delivery

One (1) original with ten (10) copies and one (1) copy on CD in Portable Document Format (PDF) of your proposal must be submitted on or before 3:00 p.m. on March 11, 2009 to:

By Hand Delivery: Ronald J. Boyd, Chief of Police
Los Angeles Port Police
Port of Los Angeles Administrative Office
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Julia Kirwan

By Mail Delivery: Ronald J. Boyd, Chief of Police
Los Angeles Port Police
P.O. Box 151
San Pedro, CA 90733-0151
Attention: Julia Kirwan

Contact/Project Manager

Julia Kirwan
Manager
Technology & Systems
Port Police
jkirwan@portla.org
310 732-7663

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1. INTRODUCTION

1.1 *Brief Overview of the Project*

The Los Angeles Harbor Department Port Police Division is soliciting proposals from qualified consultants to support 1) the development of Port Police Geographic Information System (GIS) needs and to 2) assist in the design of an Enterprise Wide Geographic Information System for the Department. An Enterprise Wide GIS is necessary to support the GIS needs of Port Police, as the data needed for GIS resides in other geographic systems in the Department.

Port Police needs for GIS are to support its Computer Assisted Dispatch, Records Management, Crime and Threat Analysis, Geographic Positioning systems and its operations analysis. The Enterprise Wide GIS is intended to bring separate systems in Engineering, Environmental Management, and Planning into a shared framework, and explore methods for supporting other departmental GIS needs.

The duration of the contract awarded as a result of this RFP is expected to be twenty four (24) months from the date of execution of the agreement, and may be extended for an additional twelve (12) months as per the needs of the Port Police.

1.2 *The Port of Los Angeles*

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

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

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

1.3 The Los Angeles Port Police

The Port Police functions as a Division of the Los Angeles Harbor Department. The Port Police has a significantly different mission than traditional city law enforcement agencies. It is one of the few police forces in the nation dedicated exclusively to around-the-clock port activities. Its jurisdiction includes both land facilities in the vicinity of the port complex, and water operations extending from the inner port area out as far as the Los Angeles Breakwater.

The primary goals of the Port Police are to maintain the safety and security of the Port, maintain the free flow of commerce, and produce a safe environment that promotes uninterrupted Port operations. As sworn peace officers, Port Police enforce federal, state, and local public safety statutes as well as local tariff, environmental and maritime safety regulations. In their daily operations Port Police Officers conduct a wide range of activities including making arrests, writing citations, crime reports, and criminal complaints, conducting facility safety inspections, conducting criminal investigations and performing community outreach.

The Port Police is led by its own Chief who reports to the Director of Operations for the Los Angeles Harbor Department. The 2007-2008 Fiscal Year budgeted staffing for the Port Police includes 142 sworn officers, 29 civilian security officers, and 55 civilians.

Police administration and most functional units of the Port Police are currently located in the Harbor Administration Building (HAB) in San Pedro. Technical (including GIS) and administrative staff are located at 300 Water Street in Wilmington. Additional Port Police facilities and offices are located throughout the Port of Los Angeles area. In 2010, personnel and operations will be divided between 300 Water Street and a new police headquarters currently under construction at 330 Centre Street in San Pedro.

Key functional units within Port Police Department include:

1.3.1 Office of the Chief of Police

Responsibilities of the OCOP include Research and Planning, Professional Development, Legal Affairs, Background Investigations, Facilities Planning, and Fleet Administration.

The Port Police is divided into two major Groups: Operations and Administration.

1.3.2 Operations Group

Patrol Services

This Section includes the traditional patrol, as well as Traffic Enforcement, K-9 operations at the Cruise Terminal, Field Training, Community Resources, and Special Event Management.

Maritime Operations

This Section includes Port Police Patrol Boats, Sea Marshals (escorts of cruise ships in and out of the harbor), Dive Team, Regulatory Compliance (Commercial Inspections) and Maritime Officer Tactical Training.

Infrastructure Protection

This Section includes the planning and management for protecting critical infrastructure, Port Security, Communications, Threat Detection Center, Records, and Technology Project Advisory.

Tactical Planning

This Section includes Emergency Planning and Operations, Haz-Mat Investigations and Enforcement, Airborne Operations, Vehicle and Cargo Inspections and Specialized Fleet Operations.

1.3.3 Administration Group

Professional Development/Training

This Section includes POST compliance, Manuals and Orders, Recruitment Academy Training, In-Service Training, Firearms Training, External Courses, Training and Records Evaluation and the Reserve Officer Program Coordination.

Investigations and Intelligence

This Section includes inter-agency task force investigations units, as well as the Port Crimes Investigations, and Crime Analysis.

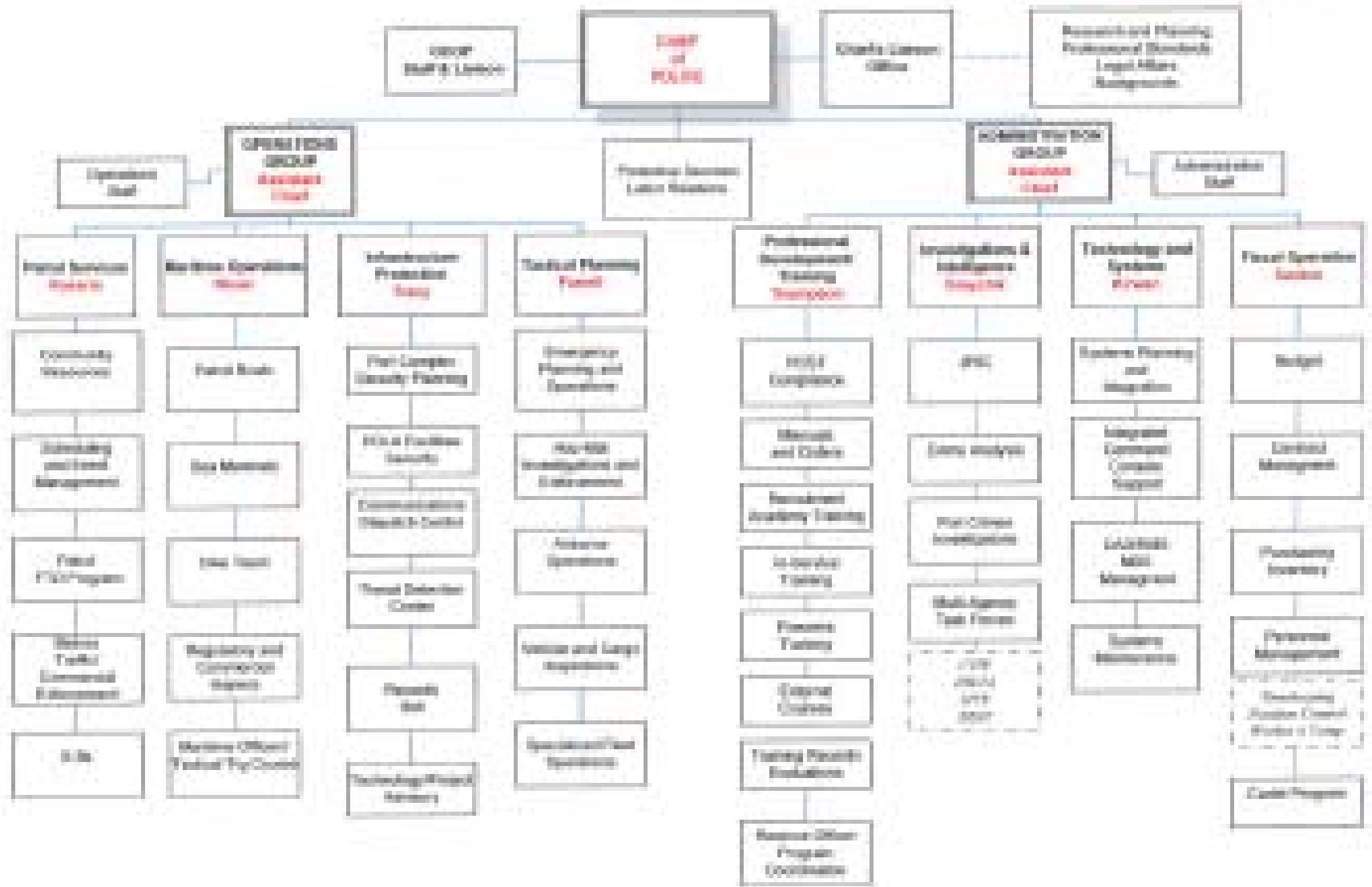
Technology and Systems

This Section supports all of the radio and data communications projects for Port Police, including GIS development. System responsibilities for the group include managing the implementation, system administration, and support for Computer Assisted Dispatch, Records Management, Integrated Command, Blue Force Tracking, and Scheduling and Inventory Systems. The group also supports the planning, implementation and support for a radio voice and data communications that support Police Radio Communications and mobile data communications. This team is in charge of oversight with FCC compliance, the buildout of three new Port Police radio frequencies, coordination of

infrastructure upgrades, and mobile and portable radio system programming and maintenance.

Fiscal Operations

This Section supports Budget, Contract Management, Purchasing, Personnel Management, the Port Police Cadet Program, and related functions in support of Port Police.



2. PROJECT DESCRIPTION

2.1 *Vision for the Enterprise Wide GIS*

The primary vision for this project is to develop a design and framework for an Enterprise Wide GIS, and more immediately, develop GIS capabilities to address the immediate and near term needs of Port Police. For Port Police, GIS plays a key role in developing comprehensive maritime domain awareness and a Common Operating Picture (COP) of the Port.

2.2 *Background*

The Department has a modest number of GIS activities spread out through three divisions (Engineering, Environmental Management and Planning & Research) and a fourth division is in the process of obtaining a system (Real Estate). The Department has historically lacked a unified vision and department-wide mandate for GIS. As a result, no data or application standards have been defined among the various divisions (e.g. Engineering uses Autodesk software while Planning & Research and Environmental Management use ESRI software).

The Port Police conducted a review to assess the current status of GIS within the Harbor Department, the GIS related needs of the Port Police end-users, and the ability of the Harbor Department to satisfy those needs. The review indicates the Port Police has five key needs for a GIS:

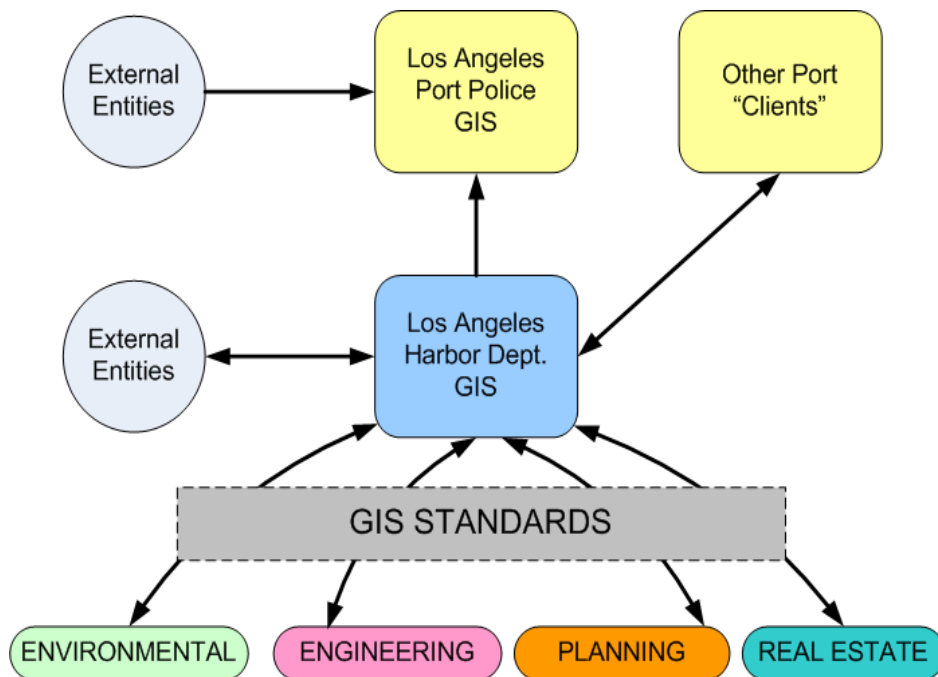
1. **Accurate, timely and complete geographic information to improve emergency response time and domain awareness.** The primary need for GIS within the Port Police is to provide accurate and timely information to personnel in the office and officers in the field. GIS should help answer key questions such as officer location, access to facilities, tenant contact information and the presence of hazardous materials or circumstances.
2. **Mapping and analytical systems to improve Port security and response capacity.** GIS is a core technology that supports Computer Assisted Dispatch, Blue Force Tracking, Integrated Command, Crime and Intelligence Analysis. Future benefits will be derived from a GIS that supports analytical and predictive capabilities to improve tactical planning, threat detection, and emergency response capacity. The analysis of threats to the Port requires a full understanding of its geography and the location of critical infrastructure.
3. **Consistent, standardized, and up to date information to improve emergency response time and domain awareness.** Personnel within the Harbor Department have stated that the available GIS data is incomplete, inconsistent across functional areas and use different applications. The available GIS data within the Department is also not developed from the perspective of police operations.

4. **Access to information already available within the Harbor Departments.** The Port Police requires access to blueprints of facilities, leasehold data, locations of pipelines or other data maintained by other Harbor Department divisions. The proposed project will provide an opportunity to integrate the disparate technologies and data within the Department into a common framework without sacrificing prior investments in technologies.
5. **Provide support for various Port Police plans and initiatives.** GIS is important to supporting key strategic objectives of the Port of Los Angeles Strategic Plan for Safety and Security, and in the areas of Public Safety, Homeland Security and Emergency Preparedness. Many of these needs are urgent, and without a determined process supported by senior management, several other substantial investments in technology will be under-utilized.

To function properly, the Port Police GIS data must be updated continually as changes are made to the Port and its surroundings. For example, as property leases are amended, the GIS must be updated to ensure the most recent and correct information is available. The Port Police will need to schedule regular updates with various Department divisions to maintain effectiveness.

The vision for LAHD and Port Police GIS is to leverage the investments in current systems, develop standards with the aim towards a department wide GIS repository, and select appropriate GIS “layers” of data from other LAHD divisions that would be needed by the Port Police. This vision is depicted in the Exhibit below:

Exhibit 1 - Vision for Enterprise Wide Geographic Information System Framework



Source: LAPP GIS Strategy Study, December 2007

As depicted by this exhibit, existing GIS applications and systems could continue but standards would establish common protocols for GIS. This would support both a department wide GIS and the establishment of a Port Police GIS. This exhibit illustrates the importance of collaborating with other Divisions on data standards. Developing data standards will make it possible for the different LAHD divisions to share data while maintaining control of information critical to their function. The diagram also illustrates the different relationship that the Port Police may have with the rest of the Port's GIS and other (non-Port) sources of data.

2.3 Project Goals and Objectives

Implementing this project should be carried out in three major phases.

- Phase I – Develop Enterprise Wide GIS framework, developing standards, system architecture and requirements, and a system design for an Enterprise Wide GIS.
- Phase II – Develop Port Police GIS framework, leveraging other division efforts where possible, and bringing in other GIS sources as well. This will require a combination of GIS specialists and consultants, who as a team can implement GIS at the Port Police.
- Phase III – Develop GIS applications for LAHD divisions. This Phase would involve individual task orders for scoping out and developing GIS applications for other Port divisions and operations.

We anticipate that many aspects of Phase I and II will run simultaneously.

The goals for an Enterprise Wide GIS are to make all GIS information usable by all entities within the Department, regardless of whether it developed in ESRI or AutoCAD. Further, the Department will need to build applications or capabilities for Divisions or entities that do not currently have GIS. Ultimately, an Enterprise Wide GIS will provide the ability of all Divisions to use GIS in planning, analysis, and decision making, and will be a point of integration for all physical assets and infrastructure management.

The Los Angeles Port Police is currently implementing two systems to provide several core GIS data layers: 1) to officers in patrol cars (Computer Aided Dispatch) and 2) to command and control personnel in an incident command post (Integrated Command Console). The data layers to be served by these two systems are mostly static with the exception of points that represent calls and incidents. Additionally, Port Police will be developing a Blue Force Tracking GIS/GPS application to track Port Police and other agency resources in a GIS/GPS mapping solution. All three of these applications will require a sound GIS framework and information.

The Port Police desires that a number of data sources external to the Harbor Department be able to “stream” data into its GIS, and into other systems, such as the Integrated Command Console. Such data sources include a variety of vehicle, vessel, and cargo tracking systems. The Port Police seeks to leverage Services Oriented Architecture (SOA), so that the data streams are able to be “plugged into” a variety of client applications. To easily accomplish such use of these data streams, an architecture should be designed that permits different data streams types to be funneled into a

uniform format that can then be consumed by any system capable of understanding such data streams.

2.4 Project Scope of Work

The three phases of this project are described below.

2.4.1 Phase I - Harbor Department Enterprise Wide GIS Development

An Enterprise Wide GIS will support Port Police in its GIS needs, as the “Enterprise” generates and maintains the core GIS needed for Port Police applications. Phase I is intended to provide the overall framework to support Port Police GIS development and should data Parallel to the Port Police GIS Development. However, the selected consultant will also support the Department in initiating a Enterprise Wide GIS pursuit. This will include the following five major tasks:

1. Develop and define the Enterprise Wide GIS architecture, requirements and base layers
2. Develop standards for creating an enterprise wide GIS
3. Prepare a design of an enterprise wide GIS for the Harbor Department
4. Develop an enterprise wide GIS base layers utilizing data from existing system in Engineering, Environmental Management, Planning and Port Police.
5. Develop a plan for other Division GIS Development needs.

2.4.2 Phase II - Port Police GIS Development

The selected consultant is to provide Port Police with an evaluation of the external data sources that are most suitable for “streaming” to Port Police, as well as an evaluation of the data streams that would be most useful to Port Police at this time, i.e. that the Port Police could make use of most immediately. Together with Port Police, Consultant is to finalize on three data sources for automation in the first phase of implementation.

Consultant is to work with Port Police and the sources of the data streams to reach the legal, administrative, and technical infrastructure that would enable the data streaming, including such matters as networking, connectivity, and security.

Consultant is to prepare a systems architecture, similar to an ETL but oriented towards a streaming transfer, and based on SOA. Data streams are to be as near to real time as is deemed by the consultant and can be agreed to with the data provider. The middleware that provides the data streams is to be able to provide output in “streaming” mode as well, or in a time-sampled fashion, so that “consumers” of the data stream that are unable to read and use a “stream” can at least read and use “snapshots” provided at frequencies.

Consultant is to design, implement, test, and install, as a Proof Of Concept (POC), one data stream. Upon acceptance by the Port Police, Consultant is to repeat the process with the other two agreed-upon data streams.

Consultant is to propose and, upon acceptance by Port Police, implement a system that will “consume” the data streams and thus prove the concept of multiple data sources, a neutral data transformation middleware, and multiple and independent data consumers. This system is to be separate from the CAD and Integrated Command Console, but the concepts proven in this system must apply to those systems, if deemed necessary by Port Police.

Consultant is to develop and document business processes and procedures associated with the ongoing management of the integration with the external data sources.

Consultant is to develop, document and deliver training in any application developed, as may be required by the Port Police.

Consultant is to work in collaboration with Port Police, Harbor Department, and City of Los Angeles personnel and their consultants, as required to accomplish an exemplary product. Because of the tight integration with so many elements inside and outside the Port Police, the Port Police requires that the Consultant have a local office within an hour’s drive of the Port of Los Angeles, and that the project manager assigned to the project be available on-site for extended durations during the lifetime of the project.

2.4.3 Phase III – Division Level GIS Development

Subsequent to Phase I and II, the Department may identify individual Division level needs for GIS development. As individual opportunities are identified, the scope and objectives for each initiative would be defined in a Task Order. Each Task Order would be priced, managed, and paid as a separate deliverable. The Task Order work would be based on the rates supplied by the selected consultant in the consultant proposal.

3. PROPOSAL REQUIREMENTS

3.1 *Mandatory Pre-proposal Meeting*

Firms planning to submit proposals **must** attend, in person, the mandatory pre-proposal conference **at the Harbor Department Administration Building located at 425 South Palos Verdes Street, San Pedro. The meeting will be held in the Board Hearing Room at 10:00 a.m. on January 21, 2009.**

3.2 *Proposal Submission*

One (1) original with ten (10) copies and one (1) copy on CD in Portable Document Format (PDF) of your proposal must be submitted on or before 3:00 p.m. on March 11, 2009 to:

By Hand Delivery: Ronald J. Boyd, Chief of Police
Los Angeles Port Police
Port of Los Angeles Administrative Office
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Julia Kirwan

By Mail Delivery: Ronald J. Boyd, Chief of Police
Los Angeles Port Police
P.O. Box 151
San Pedro, CA 90733-0151
Attention: Julia Kirwan

Electronically transmitted proposals will not be considered.

All proposals will be logged in as the Harbor Department receives them, and no proposal will be opened until after **3:00 p.m., on March 11, 2009**. The proposal opening will not be open to the public.

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

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

written request, Proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

3.3 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by a Department evaluation committee according to the following criteria (See Exhibit H):

- Experience of the firm
- Experience and qualifications of personnel
- Team availability
- Project approach, work plan, timeline, deliverables and project management
- Understanding of the project
- Rates, fees and budget control
- Quality and responsiveness of the proposal
- Small business program
- Administrative requirements.

Selected proposers will be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Director of Operations and the Executive Director of the Harbor Department.

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

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

3.4 Proposal Content

The following items shall be included in your proposal:

3.4.1 Cover Transmittal Letter

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

3.4.2 Firm Qualifications, Experience and References

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and

information. Include information regarding your firm's experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience in a port environment. Qualifications and experience for proposed subconsultants should also be included.

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

- ESRI GIS Development.
- ESRI/AutoCad Integration.
- GIS Standards and metadata development and execution.
- GIS applications for law enforcement and public safety, including in a marine environment.
- Experience with mapping displays, including handheld, desktop and web-based interfacing.
- Integration with other database management systems.
- Experience with governmental GIS application development.
- Experience with City of Los Angeles GIS and/or Harbor Department GIS applications.

3.4.3 Project Organization, Personnel and Staffing

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

- Include names, titles, licenses, certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
- Identify the principal-in-charge for the proposed services.
- Complete resumes should be provided as part of an appendix to the proposal.
- Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Department's Project Manager and Chief of Police, and supervision of project team staff.
- Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.

3.4.4 Project Approach, Work Plan, and Deliverables

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

- Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each. For each task, detail the number of hours by staff level and the hourly rate for each staff level. Extrapolate the total cost for each major task and for each staff level for a total project cost.
- If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.

- Include the results and deliverables expected from each major task. **NOTE: Payment will be tied to the successful completion and acceptance of deliverables.**
- Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
- Provide a detailed equipment list for each application area with associated costs.
- Provide a detailed list of estimated expenses by category. Identify related considerations and assumptions for these expenses.

3.4.5 Project Management and Invoicing

Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control. The Project management proposal must include:

- Project kick off meeting.
- Regularly scheduled project team meetings.
- Written progress reports.
- Issue/risk management techniques.
- Progress reports.
- Invoicing system to support all work conducted and all associated equipment invoices and packing slips.
- Deliverable based invoicing

3.4.6 Timeline

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

3.4.7 Pricing

Provide pricing and cost information for the project. Progress payments on this project will be tied to the successful completion and acceptance of deliverables. Deliverables should be tied to the work plan tasks. Therefore, the work plan pricing should detail hours and rates by staff level for each task and identify the deliverable generated by that task.

Provide a rate schedule that shows the hourly rates for all proposed team members (by staff level and name) and a total project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed subconsultants.

3.4.8 Contract Administrative Requirements

Include with your proposal the following information:

Provide with your proposal the Small Business Development Participation affidavit and contract description forms provided in this RFP as Exhibit B, fully filled out for your firm and any proposed subconsultants.

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

3.5 Checklist for RFP Submittal Requirements

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

- Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- Table of Contents, if included (not required).
- Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Project Approach and Work Plan
 - Project Management and Invoicing
 - Proposed Application and System Support Requirements
 - Timeline
 - Pricing
- Resumes for all proposed staff personnel provided in an appendix.
- Small Business Development Participation forms provided in this RFP are filled out providing requested information for prime and subconsultants:
 - Affidavit (Prime)
 - Contract Description Form (Prime and any subconsultants)
- Letter from insurance carrier indicating ability to meet insurance requirements for this project, including general liability, auto liability and workers' compensation.

4. STANDARD CONTRACT PROVISIONS

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

4.1 Affirmative Action

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

4.2 Small Business Development Program

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

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

4.3 Business Tax Registration Certificate

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

4.4 Insurance Requirements

General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of the agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverages written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than 1 Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its boards, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit D.

Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of the agreement automobile insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Hundred Thousand Dollars (\$500,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its board, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit E.

Workers' Compensation

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under the agreement. Consultant shall submit Workers' Compensation policies, whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. See Exhibit F.

Indemnification

Indemnity for General Liability

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

4.5 Conflict of Interest

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

4.6 Compliance with Applicable Laws

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

4.7 Governing Law / Venue

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

4.8 Termination Provision

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

4.9 Proprietary Information

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

4.10 Trademarks, Copyrights, and Patents

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

4.11 Confidentiality

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

4.12 Notices

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

address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

4.13 Termination Due to Non-Appropriation of Funds

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

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

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

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

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

4.14 Taxpayer Identification Number

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

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los

Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

4.16 *Wage and Earnings Assignment Orders/Notices of Assignments*

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

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

4.17 *Equal Benefits Policy*

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

4.18 *State Tidelands Grants*

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

5. Exhibits

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

EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- 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.

EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT B - SMALL BUSINESS DEVELOPMENT PROGRAM

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

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

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

The SBDP is a results-oriented program, requiring contractors who receive contracts from the Port to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 50%.** Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement.

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

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

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contract Description Form. The Contract Description Form, when signed, will signify the Consultant's intent to comply with the Small Business Requirement. In addition, prior to being awarded a contract with the City, Consultant and all subconsultant's must be registered with the Department's Contract Management Database, e-DiversityXchange.

EXHIBIT B - SMALL BUSINESS DEVELOPMENT PROGRAM

AFFIDAVIT

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

Name of Firm

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

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

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

Signature _____ Title _____
Printed Name _____ Date Signed _____

NOTARY

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

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

to execute the affidavit and did so act and deed.

SEAL

Notary Public _____

Commission Expires _____

EXHIBIT B - SMALL BUSINESS DEVELOPMENT PROGRAM

Contract Description Form

PRIME CONTRACTOR

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

Contract Title: _____

Business Name: _____ Award Total: \$ _____

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

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

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

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

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

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Authorized Representative of Prime Contractor

Date

EXHIBIT B - SMALL BUSINESS DEVELOPMENT PROGRAM

Contract Description Form

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

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

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

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

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

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

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Authorized Representative of Prime Contractor

Date

Exhibit C - Business Tax Registration Certificate (BTRC) Number

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

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

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

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

MAIN OFFICE

LA City Hall	201 N. Main Street, Rm. 101	(213) 626-9271
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BRANCH OFFICES

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

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

Agreement/Reference No. _____

A. INSURED

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

B. INSURANCE AGENT OR BROKER

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

Exhibit D- General Liability

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

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

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

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

Agreement/Permit Number(s): _____

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

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

Exhibit E- Auto Liability

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

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

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

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

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

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

Agreement/Permit Number(s): _____

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

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <hr/> <p>Includes (check as applicable):</p> <p><input type="checkbox"/> All Autos</p> <p><input type="checkbox"/> Owned Automobile <input type="checkbox"/> Hired Automobile</p> <p><input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> _____</p>												
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Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

Exhibit F- Workers' Compensation

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

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

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

Agreement/Permit Number(s): _____

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

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

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

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

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Includes (check as applicable):</p> <p><input type="checkbox"/> Broad Form All States Endorsement</p> <p><input type="checkbox"/> Voluntary Compensation Endorsement</p> <p><input type="checkbox"/> United States Longshoremens and Harbor Workers Compensation Act</p> <p><input type="checkbox"/> Jones Act</p> <p><input type="checkbox"/> Other Continental Shelf Endorsement</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>									
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Exhibit G- Equal Benefits Ordinance

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit H - RFP SELECTION EVALUATION FORM

PROJECT: PORT POLICE GEOGRAPHIC INFORMATION SYSTEMS CONSULTING SERVICES

SCORING GUIDELINES: (Range 0-5) 0 – not included/non responsive; 1 – Marginal Abilities, Serious Deficiencies; 2 – Adequate with Minor Deficiencies; 3 – Adequate, Standard-Acceptable; 4 – Well Qualified; 5 – Exceptionally Well Qualified. **Total points possible: 100**

Firm Name: _____

Evaluated by: _____

Date: _____

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work (ports, law enforcement and operations)? Level of expertise in subject matters areas?		6	
Project Organization, Personnel and Staffing Experience	Qualification and experience of proposed personnel for requested services. On-site availability of team and project manager? Locally based firm or team?		4	
Team Availability	Is the proposed team available for the project duration?	YES/NO		
Project Approach, Work Plan, Deliverables, Timeline, Project Management	Quality of proposed work plan to meet project requirements? Quality of project management and timeline?		3	
Understanding of the Project	Quality of the vendor's project understanding and approach.		3	
Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		3	
Quality and Responsiveness of the Proposal	Is the proposal clear and understandable; does the proposal meet all of the RFP requirements?		1	
Small Business Program	Has the level of Small Business participation been met (50%)?	YES/NO		
Administrative Requirements <ul style="list-style-type: none"> • Affidavit (Prime) • Contract Description Form (Prime and subs) • Insurance – Letter of Intent (Prime) 	Are all required forms submitted and are they complete and accurate?	YES/NO		
			TOTAL POINTS	