May 18, 2017

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR HARBOR DEPARTMENT CLOUD COMPUTING

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals from vendors to provide as-needed Cloud Computing 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 qualifications are found in the information included in the Request for Proposals (RFP).

The schedule for this RFP will be as follows:

<table>
<thead>
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<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposals Published</td>
<td>Thursday, May 18, 2017</td>
</tr>
<tr>
<td>Questions Due</td>
<td>Thursday, May 25, 2017 by 3PM</td>
</tr>
<tr>
<td>Responses Posted</td>
<td>Thursday, June 1, 2017</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Thursday, June 8, 2017 by 3PM</td>
</tr>
</tbody>
</table>

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 Susana Eldridge by email at Seldridge@portla.org. Questions must be submitted by Thursday, May 25, 2017 by 3PM. Responses will be posted on the Harbor Department's website at http://www.portoflosangeles.org/business/RFP_proposals.asp on Thursday, June 1, 2017. 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.

In addition to providing information requested in this RFP, it should be noted that there are administrative documents that must be submitted with the proposal. Please refer to the Business Enterprise Programs and Contract Administrative Requirements section of this RFP. In order for your proposal to be deemed responsive, these documents MUST be included with your proposal.

All consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org, prior to contract award.

Sincerely,

TRICIA J. CAREY
Director, Contracts and Purchasing Division
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1. INTRODUCTION

1.1 Brief Overview of the Project

The Information Technology Division is soliciting proposals from qualified vendors to provide as-needed Cloud Computing Services to augment the Harbor Department's computing environment in areas such as disaster recovery services and emerging technologies.

The duration of the contract awarded as a result of this RFP is expected to be three years from the date of execution of the agreement. Multiple contracts may be awarded as a result of this RFP. Multiple awards will ensure that any ensuring contracts fulfill current and future Cloud Computing needs for the Harbor Department.

1.2 The Port of Los Angeles

The Port of Los Angeles, Southern California’s gateway to international commerce, is located in San Pedro Bay, 20 miles south of downtown Los Angeles. This thriving seaport not only sustains its competitive edge with record-setting cargo operations, but is also known for its groundbreaking environmental initiatives, progressive security measures and diverse recreational and educational facilities.

The Port of Los Angeles encompasses 7500 acres, covers 43 miles of waterfront and features 27 cargo terminals, including container, dry and liquid bulk, breakbulk, warehouse and automobile facilities. Combined, these terminals handle approximately 176 million metric revenue tons of cargo annually. In 2016, the Port moved 8.8 million TEUs, maintaining its rank as the number one container port in the United States.

The Port of Los Angeles has a strong commitment to developing innovative strategic and sustainable operations that benefit the economy and the quality of life for the region and the nation it serves. As the leading seaport in North America in terms of shipping container volume and cargo value, the Port generates 954,000 regional jobs and $35 billion in annual wages and tax revenues. A proprietary department of the City of Los Angeles, the Port is self-supporting and does not receive taxpayer dollars.

2. PROJECT DESCRIPTION

2.1 Project Scope of Work

The Harbor Department requires as-needed Cloud Computing Services to augment the Harbor Department’s computing environment in areas such as Disaster Recovery Services and emerging technologies. The proposed Cloud Computing Services shall include a dedicated, secure and exclusive infrastructure which may include Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). This includes, but is not limited to, sufficient and redundant power, cooling, network communication infrastructure, surveillance, access control, fire suppression, and physical
security for the Harbor Department’s Cloud Computing environment on a 24x7x365 basis and maintaining an uptime of all facilities at 99.9% availability.

The proposed Cloud services may include physical caged space which shall be sufficient for 4u racks spaces and maybe up to 2 racks; cloud environment to host a cluster of Windows, Unix and VMware Servers and various Enterprise Harbor Department applications such as ERP, GIS and Billing Systems. Vendor shall ensure no infiltration into the Harbor Department’s physical site and Cloud Computing environment, including but not limited to its systems or network.

The proposed Cloud Solution Services Data Center location shall be located a minimum of 20 miles from the Los Angeles Harbor Department Administration Building, which is located at 425 S. Palos Verdes Street, San Pedro, CA 90731. All proposed Cloud Solution Services, which may include, but not be limited to, fail over sites and backup and monitoring services, shall be within the continental United States. When evaluating the total cost of the proposed service site, the Harbor Department will add other anticipated costs to the vendor prices provided in their proposal. The other anticipated costs may include travel and telecommunication costs to and from the proposed site.

The Harbor Department may provide and manage its own racks, servers, telecommunications, network, security, monitoring equipment and storage, if it were to be hosted at the proposed Data Center.

2.2 Definition

A. Cloud Computing: A model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

B. Software as a Service (SaaS): The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

C. Platform as a Service (PaaS): The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.
D. Infrastructure as a Service (IaaS): The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

E. Private cloud: The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

F. Community cloud: The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

G. Public cloud: The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

H. Hybrid cloud: The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g. cloud bursting for load balancing between clouds).

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

One (1) original with four (4) copies and one (1) digital copy via (USB) of your proposal must be submitted on or before 3:00 p.m. on Thursday, June 8, 2017 to:

By Hand/Mail Delivery: Contracts and Purchasing Division
ATTN: Tricia Carey
REF: Harbor Department Cloud Computing
500 Pier ‘A’ Street
Wilmington, CA 90744

Electronically transmitted proposals will not be considered.
All proposals will be date stamped as the Harbor Department receives them. The proposal opening will not be open to the public.

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 and/or events in or around the Harbor Department, 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.

3.2 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) qualifications, experience, and references; 2) ability to provide and perform the required services for the contract; 3) technology and security compliance to support the services; 4) rates and fees; 5) value added services and products; and 6) clarity and comprehensiveness of the proposal. See Exhibit E.

Selected proposers may be contacted to arrange in-person interviews and/or provide site tours 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 Chief Information Officer, the Executive Director of the Harbor Department, and the Board of Harbor Commissioners.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Harbor Department and may become available to the public as a public record and 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.

3.3 Proposal Content

The following items shall be included in your proposal:
I. Cover Transmittal Letter

A. Provide a narrative which introduces your company’s operations, organization, and structure, and a brief history detailing the company’s experience in Cloud Computing, including the year it was established. The letter should be signed by an authorized principal of the proposing consulting firm.

II. Firm Qualifications, Experience and References

A. Provide a narrative describing your company’s qualifications and experience to provide Cloud Computing Services to government agencies such as Federal, State, Local, and Law enforcement agencies.

B. Key Contact which include name, Title, Email and Phone number.

C. Provide at least ten (10) customer references across all government agencies such as Federal, State, Local and Law Enforcement agencies. All references should include the following information:

1. Entity Name
2. Contact Name, Title, Email
3. City and State
4. Phone
5. Year(s) Serviced
6. Description of Services
7. Annual Volume

Identify any members of your proposed team, including proposer’s firm and any subconsultant firms, who are former Commissioners, officers or employees of the Harbor Department. Provide their name, proposed team position, and their past position and years of employment/appointment with the Harbor Department. If your proposed team does not have any such members, please include a statement in your proposal so stating.

Proposers are advised that it is a proposer’s obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the Harbor Department.

III. Cloud Computing Services

A. Provide a list of Cloud Computing Services and related products your company can perform under the terms of this agreement. The following is a list of suggested (but not limited to) categories. List all categories your company provides along with their Data Center(s) location:

B. Cloud Computing
1. Auto Scaling
2. Elastic Load Balancing
3. SaaS
4. IaaS
5. PaaS
C. Service ordering process
D. Invoice and billing cycle
E. On Boarding and Off Boarding Services
F. Deployment and Management
G. SLA which you can provide
H. Data Center(s):
   a. Address of proposed Data Center(s)
   b. Are third parties involved in your provisioning of data center services? If yes, please identify those third parties and provide websites and/or other contact information.
   c. Are clients permitted to visit and tour your data center facilities with advance notice?
   d. Ability to provide Government Cloud, Private Cloud, Community Cloud, Public Cloud and Hybrid Cloud.
   f. List of available Internet Services Providers and associated bandwidth limitations.
   g. Please describe Data Center Uptime ratings, and identify the party that conducted the rating and provide a website or other information for that party in your response.

G. Software licenses policy
   a. Does your service include software technical and functional licenses?
   b. How do you manage, monitor, and audit the software license usage to ensure the client stays within compliance?

IV. Upgrades, Maintenance and Patching Cycle

   A. What are your service regular maintenance windows? What services are impacted or unavailable during those maintenance windows?
   B. Please describe your regular update and patching cycle.
   C. What is the policy for clients to opt in or out of service pack upgrades? What upgrades may be considered mandatory or optional?
   D. Option for clients to opt in or out of upgrades, maintenance, and patching cycle?

V. Monitoring, Logging, Incident and Systems Management

   A. Configuration options for monitoring and logging of end-user and administrator actions. Please describe options for setting alert level, formatting, size limitation, and retention policies.
   B. Are events and systems available to the Harbor Department for direct access?
   C. Can all logged events be trapped and sent to Harbor Department managed systems, dashboard, or other correlation systems?
   D. How are security incidents managed (i.e. identification, notification, containment, eradication, and recovery)?
VI. Hosting Infrastructure, Backup and Disaster Recovery

A. Are the cloud services hosting facilities rated using Uptime Institute tier ratings? If so:
   1. Please describe the ratings it has achieved; and
   2. Identify the party who conducted the rating and provide a website or other contact information for that party in your response.
B. Are third parties involved in your provisioning of data center services? If yes, please identify those third parties and provide websites and/or other contact information.
C. Please provide documented plans for recovering data center operations and telecommunication connectivity in the event of a local or regional disaster? How often do you conduct DR exercises? How often are your DR plans refreshed and updated? Can you provide any third-party corroboration or certification of your DR plan quality?
D. What are the Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) for your customer’s hosted services?
E. What are the schedule and the format for backups from your proposed cloud solution?
F. Are restorations from backup regularly tested? What is the testing frequency and how is the validation being done?

VII. Integration, Data Import, Export and Location

A. What approach do you most recommend for sending inbound data to your service from the Harbor Department and/or 3rd party vendors?
B. Does your solution support web services (SOAP, REST, XML) for exchanging structured information both into and out of your system? Explain the general mechanism and standards supported. What data elements can be manipulated via web services?
C. Does your solution support one or more secure varieties of Secure File Transfer Protocol (SFTP)? Please explain the general mechanism and standards supports.
D. What types of Application Programming Interfaces (APIs) does your solution expose for data extraction?
E. Please identify other general functional areas exposed via your solution’s APIs.
F. Please provide technical documentation for all your solution’s APIs.
G. Please describe solution to on boarding and off boarding client’s data to other cloud solution, if any.

VIII. Performing and Benchmarking

A. What published performance benchmarks does your solution have for any or all of the following:
   1. Application response times (separate by module if appropriate)
   2. Speed of individual transactions
3. Speed of mass transactions
4. Speed of mass data imports and data exports
5. Data storage limits
6. Others

If benchmarks are available, please cite the benchmarking organization, dates, methodologies used, and other relevant details and assumptions.

IX. Architecture and Supported Platforms

A. What client PC/laptop operating systems (Windows, Apple, etc.) does your solution support? Differentiate by OS version if/where applicable.
B. What client PC/laptop browsers (Internet Explorer, Firefox, Safari, etc.) does your solution support? Differentiate by browser version if/where appropriate.
C. What client smartphone and tablet operating systems (iPhone, iPad, Droid, Android, etc.) does your solution support? Differentiate by smartphone and tablet OS version if/where appropriate.
D. What server operating system(s) (Windows, Linux, other flavors of UNIX, other) does your SaaS solution run on? Differentiate by OS version if/where appropriate. Are certain application functions limited to certain platforms?
E. What web server(s) (Apache, IIS, other) does your solution run on?
F. What database management system(s) (Oracle, SQL Server, DB2, other) does your solution run on? Differentiate by DBMS version if/where appropriate.

X. Security

A. Does your system provide tokens as secondary authentication for read-and-signs or electronic signatures for certificates?
B. For client-side implementations of your solution (including browser version, offline-access version if applicable, tablet and smartphone versions if applicable), what data is cached client-side? How is such data deleted or otherwise managed at session termination? If answer differs for each solution, please provide all relevant responses.
C. Please describe your general approach to stored data for hosted solutions. Where is data hosted, on what type of media and equipment? What strategies do you employ for redundancy, high availability, business continuity, and disaster recovery of data? For the latter, please make reference to plans and procedures, regular testing, routine data backups and offsite storage.
D. If data is clustered, mirrored, duplicated or otherwise distributed, can the physical location of data be changed without the Harbor Department’s knowledge or consent? If so, in the event that the Harbor Department needs to recall, delete, or otherwise modify distributed data, can you furnish all the location(s) of all such distributed data to the Harbor Department for those purposes?
E. What mechanisms, policies, and procedures are used to safeguard stored data? Describe your use or non-use of intrusion detection, anti-virus, firewalls, vulnerability scanning, penetration testing, encryption, authentication, and authorization protections and policies, including those involving passwords, removal of unnecessary network services, limiting of administrative access, code review, logging, employee training, and other relevant safeguards.

F. What mechanisms are used to transport data? What methods are used to safeguard data during transport? Describe your use or non-use of encryption during transmission, encrypting wireless traffic, physically securing devices in transit, network traffic segregation, and other relevant safeguards. Where relevant, include descriptions of the encryption protocols and algorithms used.

G. In your approach to storage and transport of data, how do you rank any data in terms of sensitivity? How do you employ any special measures when handling more sensitive data? If so, in implementing such measures, can you respond and act upon the client’s own rankings for data sensitivity?

H. How are your hosting environments providing redundancy and load balancing for firewalls, intrusion prevention, and other critical security elements?

I. Do you (or certify third-party partner) perform external penetration tests at least on a quarterly basis, and internal network security audits at least annually? Are these audits structured per the International Organization for Standardization (ISO) 17799 (transitioning to ISO 27001) standard, and are audit procedures in compliance with Statement on Auditing Standards No. 70, Service Organizations (SAS 70 Type II)?

J. Please describe the protection (or receive protection from a third party) that’s available, if any, for denial-of-service attacks against your hosted solutions?

K. Please provide documented requirements (and audit procedures) for network access standards to ensure that other customers will not accidentally compromise the security of your environments?

L. Please provide documented policies for OS hardening for your web, application, database and other hosting-related servers?

M. Please provide validated procedures for configuration management, patch installation, and malware prevention on all systems appliances, network equipment, servers, and PCs involved in cloud services delivery.

N. If you have a multi-tenant architecture that extends to the database level, please provide a documented set of controls for ensuring the separation of data and the security of information between different customers’ instances.

O. What is your current content monitoring and filtering or data leak prevention processes and controls to detect inappropriate data flows?

P. Please provide documented processes for evaluating security alerts from operating system and application vendors, shielding systems from attack until patched, and installing security patches and service packs?

Q. Do you use write-once technology to assure the validity of audit trails and security logs?
R. How many staff do you have dedicated to application and infrastructure security? How many average years’ experience do these personnel have and what security certifications do they possess?

S. Can you provide documented identity management and help-desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts when help-desk service is provided?

XI. Cloud Services Compliance and Security Certification

A. Provide the list of security compliances certification for each proposed cloud services; such as, but not limited to, FedRamp, ISO/IEC 27001:2013, ISO/IEC 27002:2013, FIPS 140-2, NIST SP 800-53, SOC1, SOC2, etc.

B. Please provide certification certificates and supporting documentation in support of your certification.

C. Indicate number of years obtained for each certification.

D. Availability of the Cloud Data Center’s applications, servers, security and network systems and logs for Harbor Department review.

Should the vendor propose a hybrid or a fully managed disaster recovery solution, the vendor must comply with ISO 27001:2013 ISMS standards and guidelines. The vendor shall collaborate with the Harbor Department to ensure security controls are implemented and monitored to protect the confidentiality, integrity, and availability of the Harbor Department’s information. The Harbor Department shall have full access to applications, servers, security and network systems and logs to be able to perform risk assessment and incident management within scope of this disaster recovery solution.

If the vendor propose a co-location services, all the network, intrusion detection monitoring systems and security systems will be implemented and managed by POLA. This is to ensure implemented solution is in compliance with ISO 27001:2013 Information Security Management Systems (ISMS) standards and guidelines.

XII. Pricing

A. Please submit price list (pricing can be submitted as Discount off MSRP, cost plus, etc.). Cloud Computing Services and related products, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services that are available and also establish pricing per item.

B. Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

XIII. Value Added Products and Services

A. Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in
the scope of the solicitation that you think will enhance and add value to this agreement.

XIV. Business Enterprise Programs and Contract Administrative Requirements

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

A) SMALL/VERY SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PREFERENCE PROGRAMS (EXHIBIT B)

Provide with your proposal the Small/Very Small Business Enterprise (S/VSBE) and Local Business Preference Programs Affidavit and Consultant Description forms (Exhibit B), fully filled out for your firm and any proposed subconsultants. Please refer to Exhibit B for detailed information relative to these programs and instructions on completing the forms.

Although there is no Small Business Enterprise (SBE) participation requirement for this contract opportunity, Exhibit B must be submitted with the proposal.

Firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application (Attachment 1). Please refer to the Road Map in Attachment 1 for a listing of agency certifications that may be accepted in lieu of completing the application. For VSBE certification, you must complete the application or be certified as a Micro-business through the State of California Department of General Services (DGS). If your firm is certified by one of the listed agencies, you must complete the instructions in the application in regards to obtaining certification on LABAVN. Applications should be mailed to the following address referencing the RFP:

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Bureau of Contract Administration
Office of Contract Compliance – Centralized Certification Administration
1149 S. Broadway, Ste. 300
Los Angeles, CA 90015

Proposers who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any services valued in excess of $150,000

B) INSURANCE VERIFICATION LETTER

Provide a letter from your insurance carrier indicating that the insurance requirements for this project as described in Section 4.4 of 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. ACORD certificates will not be accepted.
C) CITY ETHICS COMMISSION (CEC) FORM 55

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

D) IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit G).

3.4 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
  • Cloud Computing Services
  • Upgrades, Maintenance and Patching Cycle
  • Monitoring, Logging, Incident and Systems Management
  • Hosting Infrastructure, Backup and Disaster Recovery
  • Integration, Data Import, Export and Location
  • Performing and Benchmarking
  • Architecture and Supported Platforms
  • Security
  • Cloud Services Compliance and Security Certification
  • Pricing
  • Value Added Products and Services
  • Business Enterprise Programs and Contract Administrative Requirement
☐ Resumes for all proposed staff personnel provided in an appendix.
☐ Small/Very Small Business Enterprise and Local Business Preference Programs’ forms provided in this RFP are filled out providing requested information for prime and
subconsultants:
- Affidavit (Prime)
- Consultant Description Form (Prime and any subconsultants)
- Letter from insurance carrier indicating ability to meet insurance requirements for this project, including general liability, auto liability, cyber liability with technology errors and omissions, and workers’ compensation.
- CEC Form 55 - Bidder Contributions
- Iran Contracting Act of 2010 Compliance Affidavit
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/Very Small Business Enterprise Program and Local Business Preference Programs

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

It is also the policy of the Department to support an increase in local and regional jobs. The Department’s Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves. See Exhibit B.

**NOTE:** Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City’s Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at [http://www.labavn.org](http://www.labavn.org).

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 Indemnity and Insurance Requirements

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

1. Indemnification

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

2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting insurance documents.
Consultant's insurance broker or agent shall obtain access to Track4LA™ at
http://track4la.lacity.org/ and follow the instructions to register and submit the appropriate
proof of insurance on Consultant's behalf.

Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement
shall be placed with insurance carriers authorized to do business in the State of California
and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's
rating shall meet comparable standards in another rating service acceptable to City.
Primary Coverage

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department’s program shall be excess of this insurance and non-contributing.

Notice Of Cancellation

By terms of the contract, the Consultant agrees to maintain all required insurance in full force for the duration of the contractor’s business with the City of Los Angeles Harbor Department. Each insurance policy described below shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days’ prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts an types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days’ written notice to Consultant.

Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit the City’s online insurance compliance system Track4LA™ at http://track4la.lacity.org a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified below. If Consultant neglects or fails to secure or maintain the insurance required below, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the City’s interests. The cost of such insurance will be deducted from the next payment due Consultant.

Policy Copies

Upon request by City, Consultant must furnish copy of full certified policy of any insurance policy required herein. This requirement shall survive the termination or expiration date of this contract.

Limits of Coverage

If the Consultant maintains higher limits than the minimums shown below, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Right to Self-Insure

Upon written approval by Executive Director, Consultant may self-insure if the
following conditions are met:

a. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

b. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.

c. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

d. Consultant agrees that any insurance carried by Department is excess of Consultant’s self-insurance and will not contribute to it.

e. Consultant provides the name and address of its claims administrator.

f. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Director’s consideration of approval of self-insurance and annually thereafter.

g. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.

h. Consultant has complied with all laws pertaining to self-insurance.

3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best’s Insurance Guide (or an alternate guide acceptable to City if Best’s is not available) within Consultant’s normal limits of liability but not less than One Million Dollars ($1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant’s insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a
severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

4. Automobile Liability Insurance

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

5. Cyber Liability with Technology Errors and Omissions

Cyber Liability insurance, with limits not less than $5,000,000 per occurrence or claim and in the aggregate shall be provided. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the service provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to the infringement of copyright, trademark, trade secrets, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, denial of service attack, extortion and network security. The policy shall provide monitoring expenses and technology errors and omissions with limits sufficient to respond to these obligations.

6. Workers’ Compensation and Employer’s Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers’ Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives it right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.
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 thereto 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.

During the term of this Agreement, Consultant shall inform the Department when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual’s name and current position and their prior position and years of employment with the Department. Notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

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

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

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

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 _____________, 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 TIN to the party that pays them. Consultant declares that
it has an authorized TIN which shall be provided to the Department prior to payment under the Agreement. 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 D.

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.

4.19 Contract Solicitations Charter Section 470 (c) (12)

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

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

4.20 Iran Contracting Act of 2010

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit G).
ROADMAP FOR APPLICANTS

Should I apply?
If your firm is currently certified with any of the following agencies, you do NOT need to submit the SBE (Proprietary) Application:

- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB) and Micro Business (MB)
- California Department of Transportation (CALTRANS)- Small Minority/Women Business Enterprise (SMBE/SWBE)
- L.A. County Metropolitan Transportation Authority (METRO) – Small Business Enterprise (SBE)
- US Women’s Chamber of Commerce (USWCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- Women’s Business Enterprise National Council (WBENC) - Women-Owned Small Business (WOSB)
- City of Los Angeles – Small Local Business (SLB)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)

CUCP Agencies include:
- California Department of Transportation (CALTRANS)
- Central Contra Costa Transit Authority (CCCTA)
- L.A. County Metropolitan Transportation Authority (METRO)
- San Francisco Bay Area Rapid Transit District (BART)
- San Francisco Municipal Transportation Agency (SFMTA)
- Santa Clara Valley Transportation Authority (VTA)
- City of Fresno
- City of Los Angeles
- San Diego County Regional Airport Authority (SAN)
- San Francisco International Airport (SFO)
- San Mateo County Transit District (SAMTRANS)

If you answered “Yes” to all of the questions above, you may be eligible to be certified as an SBE (Proprietary)
Complete the attached application and include all of the required documents listed on the checklist of SUPPORTING DOCUMENTATION at the end of this form.

Send completed application to:
CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Bureau of Contract Administration
Office of Contract Compliance – Centralized Certification Administration
1149 S. Broadway, Ste. 300
Los Angeles, CA 90015

For Assistance:
Call (213) 847-2684

Where can I find more information?
- State of California SBE program - http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx
- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs: http://www.sba.gov
- SBA Size Standards www.sba.gov/sites/default/files/Size_Standards_Table.pdf
- NAICS Search http://www.naics.com/
- Port of Los Angeles Small Business Enterprise (SBE) and VSBE Program information- https://www.portoflosangeles.org/business/sbp.asp
Please answer the following:

Which Department referred you to the Office of Contract Compliance for Proprietary SBE Certification? (You must check only one box)

- [ ] Department of Water and Power
- [ ] Harbor Department
- [ ] Los Angeles World Airports

Are you currently bidding or participating on a City Project?

- [ ] NO
- [ ] YES

If yes, please provide the following information:

Project Name: ________________________________

BAVN ID#: __________________

Bid/RFP Number: __________________

Due Date: __________________
I. GENERAL INFORMATION

<table>
<thead>
<tr>
<th>HAS YOUR FIRM BEEN CERTIFIED BY ANOTHER CERTIFYING AGENCY?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>IF YES, WHICH AGENCY &amp; CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):</td>
<td>HAS FIRM EVER BEEN DENIED CERTIFICATION?</td>
<td>YES</td>
</tr>
<tr>
<td>LEGAL BUSINESS NAME</td>
<td>FICTITIOUS OR DOING BUSINESS AS (DBA) NAME(S):</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS OF PRINCIPAL OFFICE LOCATION (DO NOT USE PO BOX)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>MAILING ADDRESS (IF DIFFERENT)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>FEDERAL EMPLOYER ID NUMBER (FEIN)</td>
<td>DATE FIRM ESTABLISHED:</td>
<td>WEBPAGE ADDRESS:</td>
</tr>
<tr>
<td>PRIMARY POINT OF CONTACT: (NAME &amp; TITLE)</td>
<td>PHONE NUMBER:</td>
<td>FAX NUMBER:</td>
</tr>
<tr>
<td>OTHER PHONE NUMBER:</td>
<td>EMAIL ADDRESS:</td>
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</table>

Address(es) of other locations, facilities, storage spaces, etc. (attach additional pages if necessary)

<table>
<thead>
<tr>
<th>DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
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</thead>
<tbody>
<tr>
<td>DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP</td>
</tr>
</tbody>
</table>

METHOD OF ACQUISITION:  
- [ ] STARTED NEW BUSINESS  
- [ ] PURCHASED EXISTING BUSINESS  
- [ ] INHERITED BUSINESS  
OTHER (EXPLAIN):  ____________________________

BUSINESS STRUCTURE:  
- [ ] SOLE PROPRIETORSHIP  
- [ ] PARTNERSHIP  
- [ ] CORPORATION  
- [ ] LLC  
- [ ] JOINT VENTURE  

TYPE OF BUSINESS:  
- [ ] CONSTRUCTION  
- [ ] MANUFACTURING  
- [ ] SERVICE/CONSULTING  
- [ ] WHOLESALER/RETAILER  
- [ ] DISTRIBUTOR/BROKER  
- [ ] CONCESSION  
- [ ] TRUCKER  
- [ ] OTHER ____________________________

IF TYPE OF BUSINESS IS CONSTRUCTION, PROVIDE:

CONTRACTOR’S LICENSE NUMBER:  LICENSE CLASSIFICATION CODE(S):  

ENTER FIRM’S AVERAGE NUMBER OF EMPLOYEES FOR THE LAST FOUR QUARTERS INCLUDING ALL EMPLOYEES THAT ARE IN CALIFORNIA, OUT OF STATE, AND/OR OUT OF THE COUNTRY. (IF IN BUSINESS LESS THAN A YEAR, AVERAGE THE NUMBER OF EMPLOYEES OVER THE NUMBER OF QUARTERS THAT YOU HAVE BEEN IN BUSINESS)

NUMBER OF EMPLOYEES:

<table>
<thead>
<tr>
<th>NUMBER OF: OWNERS</th>
<th>OFFICERS</th>
<th>DIRECTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

HAS FIRM EVER EXISTED UNDER DIFFERENT OWNERSHIP?  YES | NO

IF YES, PROVIDE PREVIOUS OWNERSHIP, BUSINESS STRUCTURE, DATE THE CHANGE OCCURRED, AND BRIEF EXPLANATION OF CHANGE:

______________________________
II. OWNERSHIP (ATTACH ADDITIONAL PAGES IF NECESSARY)

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL OWNER(S) SHAREHOLDER(S) AND/OR CORPORATE OFFICERS</th>
<th>TITLE</th>
<th>% OWNERSHIP</th>
<th>HOME ADDRESS (STREET, CITY, STATE, ZIP)</th>
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<tbody>
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III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A

DURING THE PREVIOUS THREE (3) TAX YEARS DID ANY OWNER/OFFICER:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</table>
1. HAVE OWNERSHIP INTEREST IN ANOTHER BUSINESS?     |    |
2. SHARE OR HAVE COMMON MANAGEMENT WITH ANOTHER BUSINESS? |    |
3. SHARE OR HAVE COMMON OWNERS WITH ANOTHER BUSINESS? |    |
4. HAVE A FAMILY MEMBER(S) ENGAGED IN A SIMILAR BUSINESS ACTIVITY? |    |
5. HAVE A FINANCIAL RELATIONSHIP WITH ANOTHER BUSINESS CONSISTING OF A LOAN AND/OR ASSISTANCE BOND, SECURITY, OR CREDIT REQUIREMENTS? |    |
6. HAVE A LONG-TERM OR PERMANENT CONTRACTUAL RELATIONSHIP WITH ANOTHER BUSINESS? |    |
7. SHARE FACILITIES, EQUIPMENT, OR SYSTEMS WITH ANOTHER BUSINESS? |    |
8. SHARE EMPLOYEES WITH ANOTHER BUSINESS? |    |

IF YOU ANSWERED YES TO ANY OF THE ABOVE, PROVIDE THE FOLLOWING INFORMATION FOR EACH BUSINESS THAT APPLIES TO EACH “YES” RESPONSE (ATTACH ADDITIONAL PAGES IF NECESSARY)

<table>
<thead>
<tr>
<th>1) OWNER/OFFICER NAME</th>
<th>2) OWNER/OFFICER NAME</th>
<th>3) OWNER/OFFICER NAME</th>
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<tbody>
<tr>
<td>BUSINESS NAME</td>
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<td>NATURE OF RELATIONSHIP W/ APPLICANT FIRM</td>
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IV. BUSINESS CLASSIFICATION

PROVIDE A DESCRIPTION OF YOUR BUSINESS AND/OR INDIVIDUAL KEYWORDS WHICH BEST DESCRIBE YOUR BUSINESS SERVICES:

USE THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) TO IDENTIFY THE FIRM’S AREA(S) OF SPECIALTY.
THE PRIMARY NAICS REPRESENTS THE FIRM’S LARGEST SOURCE OF REVENUE FOR THE MOST RECENTLY COMPLETED FISCAL YEAR. ENTER UP TO 5 CODES.
FOR A FULL LIST OF NAICS CODES AND ASSISTANCE IN LOCATING APPROPRIATE CODES PLEASE VISIT: HTTP://WWW.NAICS.COM/SEARCH.HTM

<table>
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<tr>
<th>6 DIGIT NAICS CODE &amp; DESCRIPTION:</th>
<th>% OF THE FIRM’S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:</th>
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<td>5)</td>
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</table>
The undersigned states:

I certify under penalty of perjury under the laws of the City of Los Angeles and the State of California that all information submitted in the Small Business Enterprise application, and any additional information to determine eligibility is true and correct.

Authorized Signature

Title

Print Name

Date

SUPPORTING DOCUMENTATION CHECKLIST

SUBMIT REQUIRED DOCUMENTATION FOR ALL CATEGORIES BELOW THAT APPLY TO YOUR BUSINESS.

PLEASE DO NOT BIND YOUR SUBMITTAL

ALL APPLICANTS

☐ Most recently entire filed Federal Individual Income Tax Return (Form 1040) for each owner including all schedules and statements.

☐ Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business and each affiliate business for the most recent three (3) years or for the years the firm or its affiliate(s) were in business.

☐ If the firm’s business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)

☐ If the size standard for the selected NAICS codes is number of employees - provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

SOLE PROPRIETORSHIP

☐ Fictitious Business Name Statement

PARTNERSHIP

☐ Partnership Agreement and Amendments

CORPORATION

☐ Articles of Incorporation (signed by the state official with approval date)

☐ Corporate Meeting minutes for the past two (2) years listing current elected corporate officers and directors; or statement of information as filed with CA Secretary of State

LLC

☐ Articles of Organization, as filed with State

☐ LLC Statement of Information

☐ Operating Agreement and Amendments

JOINT VENTURE

☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

☐ Title(s) and registration certificate(s) for each truck owned and/or operated by your business

☐ Current Motor Carrier Permit
EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

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

A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
   1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
   3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City’s supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full
and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the
previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor’s contract with the City.
EXHIBIT B

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM
(2) LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

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

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

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

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. The North American Industry Classification System (NAICS) Code for the scope of services is 541519. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is $27.5 million.

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

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department’s Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of $150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant’s score.

The Harbor Department defines a LBE as:

(a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or

(b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

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.
AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement.”

(1) Small/Very Small Business Enterprise Program: Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☐ SBE  ☐ VSBE  ☐ MBE  ☐ WBE  ☐ DVBE  ☐ OBE

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

Only **one** box must be checked:

☐ LBE  ☐ Non-LBE

- **A Local Business Enterprise (LBE) is:** (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. “Headquartered” shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.

- **A Non-LBE is any business that does not meet the definition of a LBE.**

Signature: ___________________________  Title: ___________________________
Printed Name: ______________________  Date Signed: ______________________
Consultant Description Form

PRIME CONSULTANT:

Contract Title: __________________________________________________________
Business Name: ______________________________  LABAVN ID#: _______________
Award Total: $ ____________________
Owner’s Ethnicity: _____ Gender ______ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________  Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (  )____________________  FAX: (  )___________________________
Contact Person/Title: _____________________________________________________
Email Address: __________________________________________________________

SUBCONSULTANT:

Business Name: ______________________________  LABAVN ID#: _______________
Award Total: (% or $): ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________  Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (  )____________________  FAX: (  )___________________________
Contact Person/Title: _____________________________________________________
Email Address: __________________________________________________________

SUBCONSULTANT:

Business Name: ______________________________  LABAVN ID#: _______________
Award Total: (% or $): ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________  Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (  )____________________  FAX: (  )___________________________
Contact Person/Title: _____________________________________________________
Email address: __________________________________________________________
Consultant Description Form

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: __________________
Award Total: (% or $): ____________
Services to be provided: ____________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (____)_________________ FAX: (____)____________________
Contact Person/Title: ____________________________________________________
Email Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: __________________
Award Total: (% or $): ____________
Services to be provided: ____________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (____)_________________ FAX: (____)____________________
Contact Person/Title: ____________________________________________________
Email Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: __________________
Award Total: (% or $): ____________
Services to be provided: ____________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE  VSBE  MBE  WBE  DVBE  OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (____)_________________ FAX: (____)____________________
Contact Person/Title: ____________________________________________________
Email address: _________________________________________________________
The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

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

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

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

**MAIN OFFICE**

LA City Hall  
201 N. Main Street, Rm. 101  
(844) 663-4411
Exhibit D- Equal Benefits Ordinance

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.
(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT: Harbor Department Cloud Computing

SCORING GUIDELINES:

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

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

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

Total score = Sum of all weighted scores.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Evaluated by</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CRITERIA TO BE RATED</th>
<th>RATER’S SCORE</th>
<th>WEIGHING FACTOR</th>
<th>WEIGHTED SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Qualifications, Experience and References</td>
<td>How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>B. Ability to provide and perform the required services for the contract</td>
<td>Qualification and experience of proposed personnel for requested services?</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>C. Technology and Security Compliance to Support the Services</td>
<td>Quality of proposed technology and security requirements?</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>D. Rates and Fees</td>
<td>Competitive rates and fees proposed? Are proposed fees and staff hours clearly defined?</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>E. Value Added Services and Products such as data encryptions, enhanced security services</td>
<td>Does the company have additional services and products which will help to enhance their cloud offering, either via their standard offering or additional fee?</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>F. Clarity and Comprehensiveness of the Proposal</td>
<td>Is the proposal clear, comprehensive, and understandable?</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Maximum points possible=100

A+B+C+D+E+F=20

Total Points=
EXHIBIT F

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☐ Original filing ☐ Amended filing (original signed on __________; last amendment signed on __________)

<table>
<thead>
<tr>
<th>Reference Number (bid or contract number, if applicable):</th>
<th>Date Bid Submitted:</th>
</tr>
</thead>
</table>

| Description of Contract (title of RFP and services to be provided): |

City Department Awarding the Contract:

BIDDER INFORMATION

Name: ____________________________________________

Address: _________________________________________

Email: __________________________________________ Phone: ____________

SCHEDULE SUMMARY

Please complete all three of the following:

1. **SCHEDULE A — Bidder’s Principals (check one)**
   - ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
   - ☐ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. **SCHEDULE B — Subcontractors and Their Principals (check one)**
   - ☐ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more (Schedule B is not required).
   - ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth $100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): ________**

BIDDER’S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: _______________ Signature: ____________________________

Name: __________________________ Title: ____________________

Revised February 2016 Los Angeles City Charter § 470(c)(12) Los Angeles Municipal Code §§ 48.7.35(B)(3), (4)
SCHEDULE A — BIDDER’S PRINCIPALS

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

☐ Check this box if additional Schedule A pages are attached.

Name: ___________________________ Title: ___________________________
Address: __________________________________________________________________________

Name: ___________________________ Title: ___________________________
Address: __________________________________________________________________________

Name: ___________________________ Title: ___________________________
Address: __________________________________________________________________________

Name: ___________________________ Title: ___________________________
Address: __________________________________________________________________________

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Address: __________________________________________________________________________

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Address: __________________________________________________________________________

Name: ___________________________ Title: ___________________________
Address: __________________________________________________________________________

Name: ___________________________ Title: ___________________________
Address: __________________________________________________________________________

Name: ___________________________ Title: ___________________________
Address: __________________________________________________________________________
SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor:

Address:

Check one of the following:

☐ The subcontractor listed above is an individual and has no other principals.

☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor’s board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: __________________________ Title: __________________________

Address: _______________________

Name: __________________________ Title: __________________________

Address: _______________________

Name: __________________________ Title: __________________________

Address: _______________________

Name: __________________________ Title: __________________________

Address: _______________________ 

Name: __________________________ Title: __________________________

Address: _______________________ 

Name: __________________________ Title: __________________________

Address: _______________________ 

Name: __________________________ Title: __________________________

Address: _______________________
EXHIBIT G

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A proposer who “engages in investment activities in Iran” is defined as either:

- A proposer providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is not identified on the DGS list of ineligible businesses or persons and that the proposer is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Proposer/Financial Institution (Printed): _____________________________________________________

Signed by: _______________________________________________________________ (Authorized Signature)  ______________________________________________________________________ (Printed Name)

_______________________________________________________________________ (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): _____________________________________________________

Signed by: _______________________________________________________________ (Authorized Signature)  ______________________________________________________________________ (Printed Name)

_______________________________________________________________________ (Title of Person Signing)