

AGREEMENT NO.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
INTERNATIONAL BUSINESS MACHINES CORPORATION

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM), a New York corporation, 425 Market Street, San Francisco, CA 94105-2406. ("Consultant").

WHEREAS, City requires management, implementation, operation, and maintenance services to continuously enhance the Cyber Resilience Center ("CRC") that receives, analyzes, enriches, and distributes cyber threat information with participating stakeholders in the Port of Los Angeles ("POLA") ecosystem; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in management, implementation, operation, maintenance, and continuous enhancements of the Cyber Resilience Center; and

WHEREAS, Consultant possesses extensive experience in dealing with management, implementation, operation, maintenance, and continuous enhancements of the Cyber Resilience Center; and

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

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

## 2. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it or any of its subconsultants requires access to the Project area or any other premises of City's Harbor Department. Access rights, if any, shall be granted in writing to Consultant at the sole reasonable discretion of Executive Director, consistent with the Scope of Work, specifying conditions, if any, Consultant must satisfy in connection with such access. The foregoing procedure shall constitute the sole mechanism through which Consultant may obtain access to the Project area or any other premises of City's Harbor Department in connection with the Project. Consultant acknowledges that the Project area may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

## 3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be December 9, 2025, provided that such effectiveness is expressly

conditioned upon execution by Executive Director and authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing December 9, 2025 and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

#### 4. 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 therefor.

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.

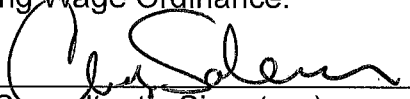
5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Eight Million Seven Hundred Twenty Thousand Dollars (\$8,720,000.00).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

  
\_\_\_\_\_  
(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without

a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90733-0191

## 6. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

## 7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. 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 Code 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 Department. See <https://finance.lacity.org/how-register-btrc>.

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

10. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

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 Five Million Dollars (\$5,000,000) 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 the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(2) Automobile Liability Insurance

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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(3) Workers' Compensation and Employer's Liability

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

(4) Professional Liability Insurance

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

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

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

(5) Technology Errors and Omissions Liability Insurance

Consultant is required to provide Technology Errors and Omissions Liability Insurance with respect to negligent or wrongful acts, errors or omissions, in rendering or failing to render computer or information technology services or technology products in connection with the professional services to be provided under this Agreement. This insurance policy shall include coverage for Privacy and Network Security and protect against claims arising from all products and services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. The limits disclosed herein shall neither increase nor decrease Consultant's liability as defined elsewhere in this Agreement.

Consultant certifies that it now has Technology Errors and Omissions Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim/aggregate including Notification Costs, which shall cover the work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

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

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

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. \_\_\_\_, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with

the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) 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.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

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

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

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

D. Right to Self-Insure

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

1. 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.
2. 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.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. 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 Executive Director's consideration of approval of self-insurance and annually thereafter.
7. 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.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. CONSULTANT'S LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total cumulative liability of Consultant, arising out of or related to this Agreement, shall not exceed the maximum payable amount set forth in Section 5.B, as amended, provided, however, that this limitation shall not apply to liability arising from Consultant's indemnification obligations in Paragraphs 9 and 19. This limitation shall apply collectively to Consultant, its affiliates, contractors, and suppliers.

12. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

13. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article 1. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

14. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of 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 this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit D.

15. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises 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 to the fullest extent allowed by applicable law, 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 E.

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.

Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), *Equitable Access to Contracting Opportunities*, during the term of this Agreement.

16. 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 the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing 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. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

17. 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 Executive Director.

18. 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.

19. 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.

20. PROPRIETARY INFORMATION

A. 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.

B. 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.

## 21. 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.

22. 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 prepaid. 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 Director of Information Technology, 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.

23. TAXPAYER IDENTIFICATION NUMBER (TIN)

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 this Agreement. No payments will be made under this Agreement without a valid TIN.

24. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the 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 this Agreement and otherwise pursue legal remedies that may be available.

25. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The 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.

The 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. The 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 Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

26. 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 No. 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 Department. Consultant shall comply with the policy wherever applicable. Violation of this 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 F.

27. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <https://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

28. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times 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 this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

29. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

30. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

31. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any

uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

32. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

33. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

34. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

35. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

36. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

////

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By signing below, I attest that I have no personal, financial, beneficial, or familial interest in this Agreement.

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_

AMBER M. KLESGES  
Board Secretary

INTERNATIONAL BUSINESS MACHINES CORPORATION

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Chris Sodergren  
CHRIS SODERGREN, ASSOCIATE PARTNER  
(Print/type name and title) STATE OF CALIFORNIA

By: \_\_\_\_\_

Shaw-Chiu Chiu  
Shaw-Chiu Chiu, Managing Partner  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

9.22, 2025  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By: [Signature]  
MINAH PARK, Deputy

Date: 08/22/2025

Contractor/Vendor Name: International Business Machines Corporation

Account#	542000	Project#	65000024
Division#	50010	Task#	30-542000-FYXX

Budget FY:	Amount:
2025-2026	\$877,045
2026-2027	\$1,048,242
2027-2028	\$1,103,094
2028-2029	\$0
TOTAL:	\$3,028,381

For Acct/Budget Div. Use Only

Verified By: *Melody M. Ugalde* Melody Ugalde  
2025.08.22  
08:51:24 -07'00'

Verified Funds Available: *Frank Liu* Digitally signed by Frank Liu  
Date: 2025.08.22  
10:06:32 -07'00'

Date Approved: 8/22/25

Date: 08/22/2025

Contractor/Vendor Name: International Business Machines Corporation

Account#	542015	Project#	65000024
Division#	50010	Task#	26-542015-FYXX
Budget FY:		Amount:	
2025-2026		\$1,672	
2026-2027		\$1,672	
2027-2028		\$1,672	
2028-2029		\$0	
TOTAL:		\$5,016	
<u>For Acct/Budget Div. Use Only</u>			
Verified By:	<i>Melody M. Ugalde</i>	Melody Ugalde 2025.08.22 08:51:38 -07'00'	
Verified Funds Available:	<i>Frank Liu</i>	Digitally signed by Frank Liu Date: 2025.08.22 11:40:24 -07'00'	
Date Approved:	8/22/25		

Date: 08/22/2025

Contractor/Vendor Name: International Business Machines Corporation

Account#	542025	Project#	65000024
Division#	50010	Task#	15-542025-FYXX
Budget FY:		Amount:	
2025-2026		\$985,250	
2026-2027		\$1,735,040	
2027-2028		\$1,720,424	
2028-2029		\$855,889	
TOTAL:		\$5,296,603	

For Acct/Budget Div. Use Only

Verified By: *Melody M. Ugalde* Melody Ugalde  
2025.08.22  
08:51:47 -07'00'

Verified Funds Available: *Frank Liu* Digitally signed by Frank Liu  
Date: 2025.08.22  
11:40:48 -07'00'

Date Approved: 8/22/25

Date: 08/22/2025

Contractor/Vendor Name: International Business Machines Corporation

Account#	553000	Project#	65000024
Division#	50010	Task#	
Budget FY:		Amount:	
2025-2026			\$0
2026-2027			\$390,000
2027-2028			\$0
2028-2029			\$0
TOTAL:			\$390,000
<u>For Acct/Budget Div. Use Only</u>			
Verified By:	<i>Melody M. Ugalde</i>	Melody Ugalde	2025.08.22 08:51:55 -07'00'
Verified Funds Available:	<i>Frank Liu</i>	Digitally signed by Frank Liu	Date: 2025.08.22 11:41:07 -07'00'
Date Approved:	8/22/25		

# SCOPE OF WORK

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# **1. INTRODUCTION**

## **1.1 Brief Overview of the Project**

The Information Technology Division (ITD) is soliciting proposals from qualified contractors to provide a turnkey solution to manage, operate, maintain, and continuously enhance the Port of Los Angeles Cyber Resilience Center (CRC), which began operations in December 2021.

The duration of the contract awarded as a result of this RFP is expected to be three years, with a possible two-year extension, from the effective date of the contract.

## **1.2 The Port of Los Angeles**

The Port of Los Angeles is America's Port®, the nation's premier gateway for international commerce and the busiest seaport in the Western Hemisphere. Located in San Pedro Bay, 25 miles south of downtown Los Angeles, the Port encompasses 7,500 acres of land and water along 43 miles of waterfront.

The Port features both passenger and cargo terminals, including cruise, container, automobile, breakbulk, dry and liquid bulk, and warehouse facilities that manage billions of dollars' worth of cargo each year. One of the world's busiest seaports and leading gateway for international trade in North America, the Port of Los Angeles has ranked as the number one container port in the United States each year since 2000. In 2024, the Port handled a total of 10.3 million container units.

The Port of Los Angeles is a department of the City of Los Angeles (also known as the Los Angeles Harbor Department) and is governed by the Los Angeles Board of Harbor Commissioners, a panel appointed by the Mayor of Los Angeles. Although the Port is a City department, it is not supported by City taxes. Operating as a landlord port with more than 200 leaseholders, the Port instead generates its revenues from leasing and shipping service fees. The Port's jurisdiction is limited to the Harbor District, which includes property in San Pedro, Wilmington, and Terminal Island.

# **2. PROJECT DESCRIPTION**

## **2.1 Background and Objectives**

ITD is seeking a reliable and experienced contractor to provide a turnkey solution to manage, operate, maintain, and enhance the Port Cyber Resilience Center.

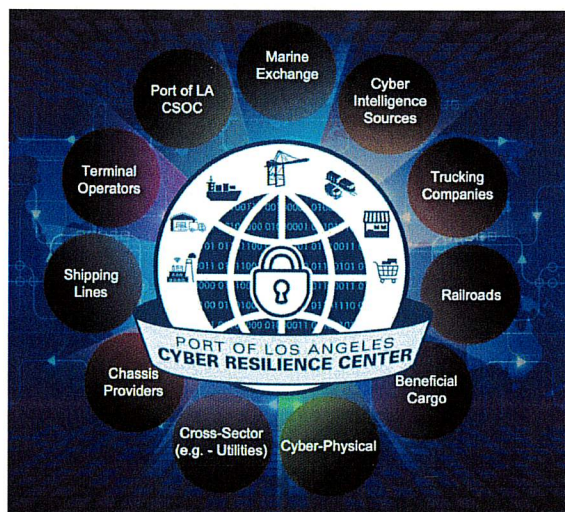
The CRC began operations in December 2021 and is a first-of-its-kind port community cyber defense solution that helps to reduce the risk of a port-wide cyber

incident that could disrupt the flow of cargo at the Port of Los Angeles. The CRC is a closed information system solution comprised of participating stakeholders of the Port ecosystem. The CRC enables participating stakeholders to automatically share cyber threat indicators and defensive measures with each other to reduce the impacts of a cyber incident experienced by one of the Port's stakeholders from disrupting multiple operations within the Port of Los Angeles. In addition to defensive measures, the CRC serves as an information resource stakeholders may use to help restore operations following an attack. The CRC receives, analyzes, and shares relevant cyber threat intelligence to and from direct stakeholders (e.g. cargo handlers, tenants) and cross-sector stakeholders (e.g. providers of essential services to direct stakeholders) who choose to become members of the CRC. The CRC serves as a foundation for advanced cyber initiatives within the Port ecosystem.

Key objectives of this project include, but are not limited to:

- Manage, maintain, and enhance existing operations and technologies.
- Improve the quality, quantity, speed of analysis and sharing of cyber threat intelligence to provide early warning detection of cyber threats to the ecosystem.
- Increase automated and manual exchange of cyber threat intelligence to improve the collective knowledge of cyber threats targeting the supply chain.
- Provide a collaboration forum for stakeholder cyber personnel to increase cyber resilience.
- Provide a source of information to stakeholders to improve their cyber security posture and speed of recovery from a cyber security incident.

The CRC is a “system of systems” that stakeholder cyber security systems (see diagram below) connect to, but does not duplicate or replace them, nor is it intrusive, disruptive, or burdensome to stakeholder systems. Stakeholders have the control to decide if, and how, to use information from the CRC.



## 2.2 Project Scope of Work

ITD seeks a contractor to furnish resources, processes, and technologies to provide a turnkey solution to manage, operate, maintain, and continuously enhance the CRC. On an as-needed basis, the contractor shall propose new innovative technologies or enhancements to combat emerging threats to achieve the objectives of the CRC. This may include updates, design, installation and support services to the existing CRC solution, which is in steady state operations.

Currently, there is an incumbent contractor providing these services for the Harbor Department ("Incumbent Contractor"). The selected contractor ("Selected Contractor") shall work with the incumbent contractor to transition all aspects of the CRC operation prior to the expiration or termination of the incumbent contract, whichever is first.

The requirements below provide the framework and minimum requirements of the system. This CRC project scope of work shall include the following elements: 1) transition; 2) operations; 3) warranty, maintenance, and support; and 4) closeout.

### 2.2.1 TRANSITION

2.2.1.1 The Harbor Department has specified a transition period between a minimum of zero (0) days to a maximum of sixty (60) calendar days (subject to various circumstances and conditions) to allow the CRC to transition from the Incumbent Contractor to the Selected Contractor. The transition shall commence and end prior to the expiration or termination of the incumbent contract, whichever is first.

2.2.1.2 The Incumbent Contractor, upon execution of the contract between the Harbor Department and the Selected Contractor, and prior to the issuance of a Notice-to-Proceed (NTP), shall prepare to transition the CRC operations to the Harbor Department and Selected Contractor, as specified in the Closeout Section 2.2.4 and the Transition Section 2.2.1. This shall include creating a draft transition plan with identified milestones, tasks, responsibilities, and timeline to complete transition of the CRC operations. The duties and responsibilities to be performed by the Incumbent Contractor under this transition shall be at no additional cost to the Harbor Department.

2.2.1.3 The Incumbent Contractor and Selected Contractor shall work with the Harbor Department and/or designee to ensure a smooth transition of the complete and functioning CRC.

2.2.1.4 The Selected Contractor, upon execution of the contract between the Harbor Department and the Selected Contractor, and prior to the issuance of a Notice-to-Proceed (NTP), shall work with the Harbor Department and the Incumbent Contractor to update the transition plan with identified milestones, tasks, responsibilities, and timeline to complete transition to the CRC operations. In addition, a transition checklist (in spreadsheet format) shall be created for tracking and used for sign-off at the close of the transition. The duties and responsibilities to be performed by the Selected Contractor under this transition shall be at no additional cost to the Harbor Department.

2.2.1.5 Within one week after the execution of the contract between the Harbor Department and the Selected Contractor, and prior to the issuance of a Notice-to-Proceed (NTP), the Selected Contractor and Incumbent Contractor shall submit draft copies of the Transition Plan and Transition Checklist for review by the Harbor Department.

2.2.1.6 Within two weeks after the execution of the contract between the Harbor Department and the Selected Contractor, and prior to the issuance of a Notice-to-Proceed (NTP), the Selected Contractor and Incumbent Contractor shall submit the Final Transition Plan and Transition Checklist to the Harbor Department for approval.

2.2.1.7 The Selected Contractor shall update the Transition Plan and Transition Checklist to keep track of completion of tasks. In addition, the documents shall be updated if needed with newly identified tasks with mutual consensus from the Harbor Department, the Selected Contractor and the Incumbent Contractor.

2.2.1.8 The Selected Contractor and Incumbent Contractor shall maintain clear and frequent communication with the Harbor Department throughout the transition process. This shall include the minimum of a kick-off, weekly cadence, and post-transition review meetings. In addition, multiple knowledge transfer meetings are expected.

2.2.1.9 The Incumbent Contractor shall ensure that the Selected Contractor and the Harbor Department have full administrative access to all systems comprising the CRC solution throughout the duration of the contract.

2.2.1.10 The Selected Contractor and Incumbent Contractor shall ensure that all CRC operations documents are securely stored in Box Enterprise cloud storage solution. Full administrative access to editable copies shall be provided to the Harbor Department throughout the duration of the contract.

2.2.1.11 The Selected Contractor and Incumbent Contractor shall ensure that all credentials are securely stored in an enterprise cloud password manager solution. Full administrative access to editable copies shall be provided to the Harbor Department throughout the duration of the contract.

2.2.1.12 The Selected Contractor and Incumbent Contractor shall ensure that all passwords and API keys are identified and changed one week prior to the termination or expiration of the incumbent contract, whichever is sooner.

2.2.1.13 The Selected Contractor shall ensure that the Incumbent Contractor is off-boarded / removed from all systems comprising the CRC solution prior to termination or expiration of the incumbent contract, whichever is sooner.

2.2.1.14 After all transition tasks have been completed, the Selected Contractor shall provide an email confirmation to the Harbor Department and Incumbent Contractor with the completed Transition Plan and Transition Checklist (sign-off, dated, by both Selected and Incumbent Contractors).

## 2.2.2 OPERATIONS

2.2.2.1 The CRC shall be operated 24 hours per day, 7 days per week (24x7).

- i. The CRC shall be operated by on-site staffing of a minimum of two analysts from 8:00 am to 5:00 pm, Monday to Friday, and automated alerts and notifications for after-hours on-call coverage and call-back if needed.
- ii. The CRC shall be reachable by the 844-POLA-CRC toll-free number where calls are forwarded to business mobile phone lines of staff/analysts.

2.2.2.2 The CRC shall detect, notify, and provide oversight of cyber events within the Port ecosystem. This shall include, but is not limited to:

- i. Operationalize internal and external threat intelligence to predict potential threats to the Port ecosystem.
- ii. Identify, collect, process, analyze and validate security events to provide actionable threat intelligence.

- iii. Provide automated real-time dissemination of actionable threat intelligence.
- iv. Provide weekly threat reports and threat advisories of actionable threat intelligence.
- v. Fine tune processes to improve detection speed, enhance accuracy, identify/ predict potential threats, and reduce manual workload.

2.2.2.3 The CRC shall be an information/advisory resource to stakeholders to increase stakeholder cyber security posture and to help recover from a cyber-attack.

2.2.2.4 Contractor firm and staffing.

- i. The firm must have their main office/headquarters based in the United States only; offshore resources will not be considered.
- ii. The lead person operating the CRC must possess and maintain a Certified Information Systems Security Professional (CISSP) certification. Alternate certifications/experience in lieu of the CISSP may be considered. Additional industry certifications (e.g. GCTI, GRTP, GCIH, GCIA, GMON, GICSP, GRID, etc.) that are relevant to the role are recommended.
- iii. All Contractor staff must have excellent communication and customer service skills.
- iv. All Contractor staff must meet security requirements, including criminal and background checks.
- v. All Contractor staff shall be subject to review and approval by the Harbor Department, at the proposal stage and during the term of the agreement if staffing changes are proposed by the contractor.

2.2.2.5 Contractor shall conduct operations in accordance with the CRC Operations Manual. The CRC Operations Manual shall be periodically reviewed, updated with new information when changes are made, and maintained in an organized and succinct manner.

2.2.2.6 Contractor shall maintain ISO/IEC 27001:2022 certification registered under the Port of Los Angeles for the Port of Los Angeles Cyber Resilience Center (CRC) for the duration of the contract.

2.2.2.7 Contractor shall provide feedback and recommendations for continuous improvement of the CRC. On an as-needed basis, Contractor shall implement new technologies to enable the CRC to evolve with the emerging threat landscape and to achieve the objectives of the CRC.

2.2.2.8 Contractor shall provide, maintain, and ensure CRC systems and associated software, hardware, interfaces, integrations, and all subcomponents are fully functional with 99.99%. This shall include, but is not limited to:

- i. Threat Intelligence Platform
- ii. Threat Intelligence Sources (up to ten)
- iii. Automated Incident Responses System
- iv. Deepfake Detection System
- v. Security Awareness Training
- vi. CRC Facility
  - o Firewall, AppleTV, laptops
  - o Video system - video wall, video wall controllers, and peripherals;
  - o Audio system and peripherals;
  - o Video teleconference system and peripherals;
  - o Uninterruptable Power Supply (UPS) backup power for critical systems;
  - o Servers, KVM switches, network equipment;
  - o Four console workstations and monitors;
  - o Equipment racks;
  - o Hardware, software; and
  - o Smartboard and whiteboard.

2.2.2.9 Contractor shall provide continuous knowledge transfer to the Harbor Department of the complete functioning CRC, including all intellectual property, software source code and documentation. All credential, data, documentation, diagrams, source code, diagrams, documents, and other materials of the complete and functioning CRC, in an editable format, shall be stored in a cloud storage solution and cloud password manager where the Harbor Department is the owner and super administrator. A super administrator account shall be provided to the Harbor Department for each of the systems comprising the CRC. The Super administrator account shall be used for emergency use only, such as when the Contractor is unresponsive or critical service disruptions occur, posing operational or security risk to the CRC. The Client assumes full responsibility for any actions taken using this account, including adverse impacts. Restoration of services due to client actions will be the Client's responsibility or handled by the Contractor at the Client's cost via a PCR. All usage will be logged and is subject to audit. Auditing, backup, and restoration capabilities depend on the underlying platform.

2.2.2.10 Contractor shall monitor and manage the CRC and connections to stakeholders to confirm proper operations. The entire CRC environment shall be monitored up to the demarcation point with the participating stakeholders.

2.2.2.11 Contractor shall manage and track inquiries, work orders, and system changes using an automated service management system.

2.2.2.12 Governance.

- i. The Contractor shall maintain a collaborative governance structure that includes an Executive Steering Committee and a Technical Committee (collectively "Governance Committees"). Both Governance Committees shall consist of select stakeholder representatives.
- ii. The Contractor shall maintain and/or establish protocols for both Governance Committees, including roles, responsibilities, policies, procedures, communications, etc., for collaborative and effective governance.
- iii. The Contractor shall assist with the facilitation of both Governance Committees for the duration of the agreement.

2.2.2.13 Stakeholder Onboarding.

- i. Contractor shall on-board stakeholders in coordination with stakeholder availability and in accordance with the CRC system in Section 2.2.2.18.
- ii. Contractor shall be responsible for all technical aspects of connecting the stakeholder systems to the CRC platform.
- iii. Contractor shall provide training to stakeholders, including but not limited to, use of the CRC platform, use of dashboards, use of data and available reports. Training shall also include communications and interactions between stakeholders and CRC Operations.
- iv. Contractor shall maintain on-boarding documentation and provide documentation to stakeholders.

2.2.2.14 On-Going Stakeholder Training and Outreach.

- i. Contractor shall provide annual refresher CRC training for all participating stakeholder staff that interface with the CRC. This annual training shall also include tabletop exercises.
- ii. Contractor shall provide annual general cyber security awareness training that participating stakeholders may use for their end users, as appropriate for their company's cyber program.
- iii. Contractor shall provide outreach activities to onboard additional stakeholders into the CRC.

2.2.2.15 Reporting.

- i. Contractor shall generate and distribute periodic (on-demand, daily, weekly, monthly, and quarterly) reports for management, situational awareness, and preventive operations.
- ii. Contractor may be asked to provide a comprehensive annual report to management and the stakeholders.
- iii. Contractor shall create and provide sanitized post-incident reports with lessons learned.
- iv. Contractor shall provide ad-hoc reports as needed.

- 2.2.2.16 Dashboards.
- i. Contractor shall maintain dashboards and shall periodically review and update/create new dashboards as necessary.
  - ii. Contractor shall preconfigure a minimum of three CRC facility dashboards for likely incident scenarios.
  - iii. CRC Facility Dashboards shall provide visibility into the cyber posture of the Port's ecosystem.
  - iv. CRC Facility Dashboards shall include real-time displays that present threat data for situational awareness, including global trends and maritime business sector displays.
  - v. CRC Facility Dashboards shall show the current level of cyber risk in the Port's ecosystem based on the Traffic Light Protocol (similar to MS-ISAC Cyber Alert Level Indicator).

2.2.2.17 CRC Facility.

A) Primary Location

- i. Contractor shall maintain, operate, support, and improve the physical CRC facility, located at Harbor Administration Building, 425 S. Palos Verdes Street, San Pedro, CA 90731.
- ii. The CRC physical facility is the location from which CRC operations shall be conducted. This facility is used as the on-site CRC work location for an on-premises, cloud, managed security services provider, or hybrid solution.
- iii. Secured badge access control, isolated networks, and internet connection are provided and maintained by the Harbor Department.
- iv. Contractor shall manage the isolated networks from which the CRC operates.
- v. Contractor shall not incur expenses for facility improvements (e.g. hardware, software, construction, etc.) until after a Notice-to-Proceed has been issued.
- vi. Contractor shall be responsible for required permits, to run all necessary cables between components and properly label all ports and wall plates with cable and connector information and verify that all equipment is operational.

## B) Alternative Location

- i. If the Primary Location becomes unavailable, the Contractor shall provide an alternate location with an internet connection, power, and secured badged access, which will be used to stand up the CRC and resume operations of cloud hosted systems only. Hardware located in the Primary Location shall not need to be duplicated at the Alternative Location.
- ii. Contractor shall provide business mobile phones, business laptops, and required software are available for analysts/staff to continue operations.
- iii. Contractor's proposal shall propose the address of the proposed Alternate Location.

2.2.2.18 Contractor shall manage, operate, maintain, and enhance the CRC according to the CRC General Design, Data Collection and Integration, Data from Stakeholders, Data from External Threats, Data Analysis, Data to Stakeholders, and Operations Manual requirements.

## A) GENERAL DESIGN

- i. The CRC shall be a closed information systems solution. Data will be received from participating stakeholders and from external cyber intelligence sources. However, data will be distributed only to participating stakeholders. Data will not be distributed outside of the CRC's ecosystem.
- ii. The CRC platform shall enable Port of Los Angeles stakeholders to automatically and manually exchange cyber threat intelligence to increase the collective knowledge base of known threat actors, activity, and malware.
- iii. The CRC shall be compliant with relevant state, federal and international laws and regulations.
- iv. The CRC data shall remain within the Continental United States and shall not be used, shared, and/or sold to any other parties.
- v. The CRC data at rest and in motion shall be encrypted with the latest cryptographic standards.
- vi. The CRC platform shall be based on, and compliant with the National Institute of Standards and Technology ("NIST") Special Publication 800-150, Guide to Cyber Threat Information Sharing.

- vii. The CRC shall incorporate Artificial Intelligence (AI) technologies such as but not limited to, Natural Language Processing (NLP), Large Language Model (LLM), Machine Language (ML), and predictive analytics capabilities.
- viii. The CRC platform shall be capable of bi-directional data sharing via an API, sensor, and/or STIX/TAXII framework.
- ix. The CRC platform shall be capable of tagging indicators to a framework that outlines the distinct stages of a cyber-attack, such as but not limited to the MITRE ATT&CK framework.
- x. The CRC may be on-premises, cloud, managed security services provider, or hybrid solutions.
- xi. The CRC shall have a minimum availability of 99.99%, with fail-over and redundancy of critical components.
- xii. The CRC shall have a hot standby disaster recovery solution.
- xiii. The CRC platform shall have tools and capabilities for authorization, authentication, and accounting.
- xiv. The CRC platform shall be a system-of-systems and shall not replace any cyber security operations of participating stakeholders.
- xv. The CRC shall not be invasive or disruptive to existing systems of participating stakeholders.
- xvi. The CRC shall not include stakeholder proprietary information.
- xvii. The CRC shall not identify or expose stakeholder cyber vulnerabilities.
- xviii. The CRC shall not be burdensome to stakeholder staff.
- xix. The CRC solution shall be flexible and scalable to be able to meet future needs.
- xx. The CRC website(s) shall be hosted under designated domain(s) of the Harbor Department.

## B) DATA COLLECTION AND INTEGRATION

- i. The CRC shall receive, normalize, aggregate, and integrate data received from different stakeholder sources and from external cyber intelligence sources. Data source platforms and formats are expected to be different.

- ii. The CRC shall be able to effectively ingest data from multiple sources without failure due to overload or saturation.
- iii. The CRC must be capable of storage of data allowing for a minimum of 90 days retrieval. Data retention time shall be configurable.

#### C) DATA FROM STAKEHOLDERS

- i. Data elements required to meet the CRC objectives shall be identified in collaboration with stakeholders.
- ii. Data elements that stakeholders agree to share shall be automatically transmitted from stakeholder systems to the CRC in real-time.
- iii. A secure data collection portal shall be available for stakeholders to manually share additional data with the CRC.

#### D) DATA FROM EXTERNAL THREAT INTELLIGENCE SOURCES

- i. CRC shall be able to receive data from multiple external cyber intelligence sources.
- ii. Contractor shall manage intelligence consumption processes for the intake of external intelligence data for analysis, classification, and integration into CRC operations.
- iii. CRC shall include up to ten recommended external threat intelligence sources that are appropriate for their solution. This can include pre-subscribed services, paid and free subscriptions, technology vendor intelligence, native capability, and other sources.

#### E) DATA ANALYSIS

- i. The CRC shall perform data analytics, data correlation, categorization and enrichment of threat indicators utilizing the latest security technologies.
- ii. The CRC shall process data such that it may be used by participating stakeholders to help them classify, identify, and disseminate indicators of compromise and other selectors for blacklisting within firewalls, servers, appliances, and tools.
- iii. The CRC shall include only data that is related to the maritime transportation industry, including secondary transportation sectors such as trucking and rail serving the Port of Los Angeles.

## F) DATA TO STAKEHOLDERS

- i. The CRC data shall be distributed only to the participating stakeholders.
- ii. The CRC data shall provide actionable maritime cyber security information to stakeholders that may be used as an early detection and warning of cyber threats that may help to improve cyber defenses.
- iii. The CRC shall also be an information resource to assist with cyber information for incident recovery assistance, as may be appropriate to participating stakeholders.
- iv. Data shared with stakeholders may be automatically ingested by stakeholder systems. Each stakeholder will have the control to decide whether to use the CRC provided data, or not, as appropriate to their operations.
- v. Data shared with stakeholders shall be anonymized so as not to disclose the stakeholder that originally provided the information.
- vi. The CRC shall not simply pass through irrelevant or redundant data that creates "noise" and burden for stakeholders.
- vii. The CRC shall enable participating stakeholders to observe threat data in various dashboard models through a secure portal. Visualization for stakeholders shall include their own data and anonymized data that other stakeholders agree to share.
- viii. The CRC shall incorporate role-based access controls, and security into the design of the platform. The CRC shall have the capability to provide separate views for stakeholders and system administrators depending upon the data and their roles.
- ix. The CRC data shall be able to be displayed with existing stakeholder dashboards, desktops/laptops, tablets and/or smartphones.
- x. The CRC shall communicate (e.g. alerts, notifications, updates, etc.) to participating stakeholders in real-time.
- xi. The CRC data shall be accessible to participating stakeholders at any time and from anywhere securely with an internet connection.

## G) OPERATIONS MANUAL

- i. The Operations Manual shall describe how the CRC operates.
- ii. The Operations Manual shall be based on a Cyber Resilience Framework to achieve the CRC objectives. This shall include, but is not limited to, the CRC sharing cyber threat indicators and defensive measures, and the CRC serving as an operations center where stakeholders can get information during an incident in the ecosystem.
- iii. The Operations Manual shall include, but is not limited to, CRC policies, procedures, roles, responsibilities, staffing levels, work shifts and contact information.
- iv. The Operations Manual shall include, but is not limited to, visuals of processes, data collection, integration, and distribution flows.
- v. The Operations Manual shall include, but is not limited to, visualization, descriptions, and uses of CRC facility dashboards.
- vi. The Operations Manual shall define and identify typical use cases and threat scenarios that may be submitted to the CRC, including how they should be handled.
- vii. The Operations Manual shall define minimum technical requirements for stakeholders to connect to the CRC.
- viii. The Operations Manual shall define how outages due to scheduled maintenance and other CRC disruptions will be handled, including protocols to notify stakeholders and back-up procedures.

### 2.2.3 WARRANTY, MAINTENANCE, AND SUPPORT

2.2.3.1 Warranty, maintenance, and support shall be provided for everything provided under the agreement, for the duration of the agreement. This shall include, but is not limited to, hardware, software, services, licenses, updates, and third-party items.

### 2.2.4 CLOSEOUT

2.2.4.1 Ownership of the complete functioning CRC, including all intellectual property, software source code and documentation developed under this contract, shall be assigned by the contractor to the Harbor Department at the conclusion of the contract.

2.2.4.2 For intellectual property, software source code and documentation that are not developed under this contract, the Contractor shall transfer the rights to continue to use them to the Harbor Department at the conclusion of the contract; this may include, but not be limited to, transfer of subscriptions, licenses, and third-party agreements.

2.2.4.3 The Harbor Department shall have full ownership rights to continue to operate and develop the CRC with its own staff or with another contractor.

2.2.4.4 All data shall be given to the Harbor Department. No copies of the data shall be retained by the Contractor. All data shall be stored in a cloud storage solution where the Harbor Department is the owner and super administrator.

2.2.4.5 All CRC access/login credentials shall be given to the Harbor Department. All credentials shall be stored in a cloud password manager where the Harbor Department is the owner and super administrator.

2.2.4.6 The Contractor shall transition the CRC operations to the Harbor Department and/or designee so there is no disruption in services. This shall include knowledge transfer to the Harbor Department staff or a new contractor.

2.2.4.7 The Contractor shall provide final copies (in editable format) of all documentation, diagrams, source code, and other materials of the complete and functioning CRC at the time of closeout. Include a final report that includes technical details including detailed configuration documents, security protocols, details of developed API/STIX/TAXII protocols, process flow documents, data maps, details of analytical tools and displays, and general use documents.

**EXHIBIT B**  
**Cyber Resilience Center Pricing Table**

Contractor must receive a written Notice-to-Proceed from the Executive Director, or designee, before starting work on incurring expenses for any deliverable below.

Deliverable	Description	Qty	Unit	Unit Price	Total Price
<b>Year 1</b>					
1	Anomali ThreatStream Enterprise (1), Community (40) - 12 mos.	1	lump sum	\$ 264,680	\$ 264,680
2	Recorded Future New Foundations Bundle - 12 mos. Recorded Future Third Party Intelligence (50 entities) - 12 mos.	1	lump sum	\$ 223,839	\$ 223,839
3	IBM X-Force Exchange Premier Threat Intelligence - 12 mos.	1	lump sum	\$ 56,000	\$ 56,000
4	Fortinet 100F Firewall - Maintenance, Subscription, Cloud Log Retention (90 days) - 12 mos.	1	lump sum	\$ 1,672	\$ 1,672
5	KnowBe4 Security Awareness Training Gold Subscription (Multi Domain) - QTY 1001 - 12 mos.	1	lump sum	\$ 12,329	\$ 12,329
6	Anomali CoPilot - 12 mos.	1	lump sum	\$ 69,366	\$ 69,366
7	Anomali Cloud Integrator (Small- INTG-210-CLD-004) - 12 mos.	1	lump sum	\$ 16,054	\$ 16,054
8	Reality Defender Video Guard for Microsoft TEAMS (5 users) - 12 mos.	1	lump sum	\$ 13,091	\$ 13,091
9	Reality Defender Web Application License (5 users) - 12 mos. Reality Defender Real Time Audio Detection Voice Guard (50 calls/month) - 12 mos.	1	lump sum	\$ 69,082	\$ 69,082
10	Jira Atlassian Service Management Premium (5 users) - 12 mos.	1	lump sum	\$ 3,190	\$ 3,190
11	ISO 27001 Recertification with Schellman	1	lump sum	\$ 46,040	\$ 46,040
12	Mauell Corporation - Upgrade to VuWall TRxVideo Wall (redundant), VuWall TRx Platform, Five (5) year Warranty, Service and Support (includes Hardware and Software), PS Services, Training, Spare Parts (VuWall – one PAK-40 (video wall processor) and one VuStream (video encoder). Preventative Maintenance Services (4 visits).	1	lump sum	\$ 390,000	\$ 390,000
13	Operations - staffing, subscriptions, warranties, maintenance, support, on-going governance and other operations costs to meet CRC requirements. On-site staffing of a minimum of two analysts from 8:00 am to 5:00 pm, Monday to Friday, and automated alerts and notifications for after-hours on-call coverage and call-back if needed.	12	monthly	\$ 121,000	\$ 1,452,000
<b>Year 2</b>					
14	Anomali ThreatStream Enterprise (1), Community (40) - 12 mos.	1	lump sum	\$ 264,680	\$ 264,680
15	Recorded Future New Foundations Bundle - 12 mos. Recorded Future Third Party Intelligence (50 entities) - 12 mos.	1	lump sum	\$ 230,554	\$ 230,554
16	IBM X-Force Exchange Premier Threat Intelligence - 12 mos.	1	lump sum	\$ 56,000	\$ 56,000
17	Fortinet 100F Firewall - Maintenance, Subscription, Cloud Log Retention (90 days) - 12 mos.	1	lump sum	\$ 1,672	\$ 1,672
18	KnowBe4 Security Awareness Training Gold Subscription (Multi Domain) - QTY1001 - 12 mos.	1	lump sum	\$ 12,329	\$ 12,329
19	Anomali CoPilot - 12 mos.	1	lump sum	\$ 69,366	\$ 69,366
20	Anomali Cloud Integrator (Small- INTG-210-CLD-004) - 12 mos.	1	lump sum	\$ 16,054	\$ 16,054
21	Reality Defender Video Guard for Microsoft TEAMS (5 users) - 12 mos.	1	lump sum	\$ 13,091	\$ 13,091
22	Reality Defender Web Application License (5 users) - 12 mos. Reality Defender Real Time Audio Detection Voice Guard (50 calls/month) - 12 mos.	1	lump sum	\$ 69,082	\$ 69,082
23	Jira Atlassian Service Management Premium (5 users) - 12 mos.	1	lump sum	\$ 3,190	\$ 3,190
24	ISO 27001 Surveillance Audit 1 with Schellman	1	lump sum	\$ 31,424	\$ 31,424
25	Operations - staffing, subscriptions, warranties, maintenance, support, on-going governance and other operations costs to meet CRC requirements. On-site staffing of a minimum of two analysts from 8:00 am to 5:00 pm, Monday to Friday, and automated alerts and notifications for after-hours on-call coverage and call-back if needed.	12	monthly	\$ 121,000	\$ 1,452,000
<b>Year 3</b>					
26	Anomali ThreatStream Enterprise (1), Community (40) - 12 mos.	1	lump sum	\$ 264,680	\$ 264,680
27	Recorded Future New Foundations Bundle - 12 mos. Recorded Future Third Party Intelligence (50 entities) - 12 mos.	1	lump sum	\$ 237,471	\$ 237,471
28	IBM X-Force Exchange Premier Threat Intelligence - 12 mos.	1	lump sum	\$ 56,000	\$ 56,000
29	Fortinet 100F Firewall - Maintenance, Subscription, Cloud Log Retention (90 days) - 12 mos.	1	lump sum	\$ 1,672	\$ 1,672
30	KnowBe4 Security Awareness Training Gold Subscription (Multi Domain) - QTY1001 - 12 mos.	1	lump sum	\$ 12,329	\$ 12,329
31	Anomali CoPilot - 12 mos.	1	lump sum	\$ 69,366	\$ 69,366
32	Anomali Cloud Integrator (Small- INTG-210-CLD-004) - 12 mos.	1	lump sum	\$ 16,054	\$ 16,054
33	Reality Defender Video Guard for Microsoft TEAMS (5 users) - 12 mos.	1	lump sum	\$ 13,091	\$ 13,091
34	Reality Defender Web Application License (5 users) - 12 mos. Reality Defender Real Time Audio Detection Voice Guard (50 calls/month) - 12 mos.	1	lump sum	\$ 69,082	\$ 69,082
35	Jira Atlassian Service Management Premium (5 users) - 12 mos.	1	lump sum	\$ 3,509	\$ 3,509
36	ISO 27001 Surveillance Audit 2 with Schellman	1	lump sum	\$ 31,424	\$ 31,424
37	Operations - staffing, subscriptions, warranties, maintenance, support, on-going governance and other operations costs to meet CRC requirements. On-site staffing of a minimum of two analysts from 8:00 am to 5:00 pm, Monday to Friday, and automated alerts and notifications for after-hours on-call coverage and call-back if needed.	12	monthly	\$ 121,000	\$ 1,452,000
<b>As Needed</b>					
38	Anomali Community Org (Additional QTY 10) - 12 mos. *pro-rated.	3	yearly	\$ 43,000	\$ 129,000
39	Recorded Future Third Party Intelligence (Additional QTY 50 for QTY 100 Total) - 12 mos.* pro-rated.	2	yearly	\$ 36,000	\$ 72,000
40	Recorded Future Attack Surface Intelligence with 1 Project (Large) - 12 mos. - Year 1	1	lump sum	\$ 149,414	\$ 149,414
41	Recorded Future Attack Surface Intelligence with 1 Project (Large) - 12 mos. - Year 2	1	lump sum	\$ 153,898	\$ 153,898
42	Recorded Future Attack Surface Intelligence with 1 Project (Large) - 12 mos. - Year 3	1	lump sum	\$ 158,512	\$ 158,512
43	Recorded Future Attack Surface Intelligence (Additional QTY 1 Project - Large) - 12 mos. *pro-rated.	4	yearly	\$ 40,500	\$ 162,000
44	Contingency - for new requirements or changes that are required to meet the objectives of the CRC.	TBD	TBD	TBD	\$ 831,715
<b>TOTAL</b>					<b>\$ 8,720,000</b>

Note: The Harbor Department reserves the right to request changes, revisions, or adjustments to any items described above due to changes in requirements, preferences, or unforeseen circumstances. The specific items listed above and dollars allocated may be replaced with any mutually agreed upon equivalent and/or better solution providing similar core functionalities, and if applicable, contingency funds may be used to cover the increase in pricing.

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No. \_\_\_\_\_ Division \_\_\_\_\_ Contractor Administrator \_\_\_\_\_

Contractor \_\_\_\_\_ \*Group \_\_\_\_\_ Contract Title/Project \_\_\_\_\_

Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Amount Invoiced to Date \_\_\_\_\_

SBE Mandated Participation Percentage SBE VSBE

Proposed Subcontractor Percentage MBE WBE OBE DVBE

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount  
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date  
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

\* Group = (SBE/VSBE/MBE/WBE/OBE/DBE)

## **EXHIBIT D - 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.

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

- 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

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

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;

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

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 E – SMALL BUSINESS ENTERPRISE PROGRAM

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

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

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

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be \_\_%, including \_\_% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is \_\_\_\_\_. 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 \$\_ million.

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

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

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

### 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

## **International Business Machines (IBM) Corporation**

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 \$5,000,000 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: CHRISTOPHER SODERGREN

Title: IBM, Associate Partner, Cybersecurity Services, State of California

Printed Name: Chris Sodergren

Date Signed: 2/18/2025



## EXHIBIT F

### 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.