

**Information Technology Division**

**Managed Services and Support for Fusion ERP System**

**REQUEST FOR PROPOSALS**



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May 28, 2025

RAMP ID #221954

May 28, 2025

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR MANAGED SERVICES AND SUPPORT FOR THE FUSION ERP SYSTEM

The City of Los Angeles Harbor Department (LAHD) invites the submittal of proposals to provide managed services and support for the Fusion ERP system. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

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

The schedule for this RFP will be as follows:

Request for Proposals Published	Wednesday, May 28, 2025
Questions Due	Thursday, June 12, 2025 by 3:00 p.m.
Responses Posted	Friday, June 27, 2025
<b>Proposals Due</b>	<b>Tuesday, July 8, 2025 by 3:00 p.m.</b>

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

For questions regarding this RFP, please contact me at [fansley@portla.org](mailto:fansley@portla.org). Questions must be submitted by 3:00 p.m. on June 12, 2025. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at [www.rampla.org](http://www.rampla.org), by June 27, 2025. It is the responsibility of all proposers to review both websites for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

In addition to providing information requested in this RFP, it should be noted that there are administrative documents that must be submitted with the proposal. Please refer to the Business Enterprise Programs and Contract Administrative Requirements section of this RFP. **In order for your proposal to be deemed responsive, these documents MUST be included with your proposal. Do not submit these documents via the RAMP.**

All consultants and subconsultants must be registered on the RAMP at the time proposals are due. If selected for award, for-profit companies and corporations must comply with the RAMP's demographic reporting requirements, per the Mayor's Executive Directive 35.

Sincerely,



FELICIA ANSLEY  
Assistant Director, Contracts and Purchasing Division

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- Exhibit A - Affirmative Action Program Provisions
- Exhibit B – Small/Very Small Business Enterprise Program
- Exhibit C – Proprietary Small Business Enterprise Application
- Exhibit D - Business Tax Registration Certificate (BTRC) Number
- Exhibit E - Equal Benefits Ordinance
- Exhibit F - RFP Selection Evaluation Form
- Exhibit G – City Ethics Commission (CEC) Forms 50 and 55
- Exhibit H – Iran Contracting Act of 2010

- Attachment 1 – Fusion ERP Application Users by Module
- Attachment 2 – Fusion ERP Custom Reports Listing
- Attachment 3 – Fusion ERP Custom Integrations Listing

- Appendix 1 – Firm Skills Matrix
- Appendix 2 – Company Background

# 1 INTRODUCTION

## 1.1 Brief Overview of the Project

The Information Technology Division (ITD) is soliciting proposals to provide managed services support for the Harbor Department (LAHD) Oracle Fusion Enterprise Resource Planning (ERP) system. The selected proposer will manage operational support services for the ERP system that consists of the Oracle suite with third-party software integrations, providing strategic insights to enhance system functionality, and improve overall business efficiency.

On October 1, 2024, the LAHD fully transitioned from an on-premises version of our ERP system and implemented Oracle Fusion Cloud. **We are not seeking to implement a replacement for our current ERP.** The LAHD is seeking a comprehensive Managed Services partner to provide more than just production support. In addition to resolving post-go-live issues, the selected consultant will deliver ongoing enhancements, functional guidance, and strategic support to ensure effective system use. This includes improving functionality, recommending best practices, and providing training and knowledge transfer that strengthen user adoption and help the LAHD maximize the long-term value of its Oracle Fusion ERP system.

The consultant selected from this RFP will be integral in ensuring optimal system performance, resolving issues promptly, and enhancing functionality to meet the department's evolving business needs. The consultant will be expected to provide proactive support, improve user satisfaction, and drive continuous system improvements.

Proposers responding to this opportunity must have a minimum of five (5) years of experience with providing managed services with technical expertise in the Oracle Cloud, and a minimum of five (5) years of experience in integration support with external systems. Proposers should employ experienced staff with expert-level skills in designing, implementing, and maintaining Oracle Cloud system configurations, reports, and integrations.

The duration of the contract awarded as a result of this proposal is expected to be a term of three (3) years from the date of execution of the agreement. The budget for this project will not be disclosed.

## 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 Project Background and Objectives**

On October 1, 2024, the LAHD completed migration from an on-premises Oracle E-Business Suite (EBS) application to Oracle's Enterprise Resource Planning (ERP) Fusion Cloud solution with in-application Oracle Guided Learning.

As a result of the implementation of the Oracle Fusion Cloud, the LAHD transformed several aspects of its overall business process related to accounting, financial management, and procurement. These transformations—combined with several challenges encountered after the Cloud system solution was implemented—have necessitated the need for a reliable and experienced consultant to provide both technical and functional support for the system and its users.

The ERP Support Team, consisting of both functional and technical resources, currently supports the Oracle Fusion Cloud ERP system. However, the transition to a cloud-based environment has introduced increased complexity, requiring specialized expertise across end-to-end business process workstreams such as Source-to-Pay (S2P), Quote-to-Cash (Q2C), Plan-to-Replenish (P2R), and Record-to-Report (R2R). These workstreams encompass key modules including Payables, Receivables, Procurement, Inventory Management, and General Ledger, and require strict adherence to Oracle integration best practices and cloud architecture standards. To address these challenges, the LAHD seeks a consultant to provide a comprehensive Managed Services solution that goes beyond basic issue resolution. This engagement should include proactive system monitoring, performance optimization, functional enhancements, and strategic advisory services to help the LAHD fully leverage and optimize the capabilities of the Oracle Fusion ERP system.

The LAHD is currently experiencing a backlog of production tickets and facing challenges related to workflows, reporting, integrations, and system configurations. These issues must be resolved, and some core processes require improvement to enhance system performance and operational efficiency. The selected consultant will be expected to support both the resolution of existing challenges and the continuous improvement of system configurations and business processes to align with the LAHD's operational goals.

To ensure continuous system optimization, the selected consultant must possess extensive expertise in Oracle Fusion Cloud ERP. This includes proficiency in Oracle Cloud Infrastructure (OCI), Oracle Integration Cloud (OIC), and Business Process Management

(BPM) for workflow automation. The consultant must demonstrate capabilities across core modules supporting key end-to-end business processes, such as Procure-to-Pay (P2P), Order-to-Cash (O2C), Plan-to-Replenish (P2R), and Record-to-Report (R2R). Additionally, the consultant must have experience with cross-module integrations, data migration, archiving strategies, and system diagnostics.

Interested firms will be required to demonstrate their technical capabilities and experience in their proposal, in response to Section 4.4.2 of the RFP (“Qualifications, Experience and References”).

The selected consultant will collaborate closely with Subject Matters Experts (SMEs) and End-Users, ITD staff, and contracted Business Systems Analysts within the Harbor Department, as well as with external entities, including other city departments and banks. For further details, please refer to **Attachment 1**, which includes the user count per module.

Services may be provided on-site or off-site, depending on the nature of the task and subject to LAHD approval. Remote access will be granted for approved off-site work. Key project personnel must be available during core business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m. Pacific Time) to ensure seamless communication and effective coordination with LAHD staff.

### **3 PROJECT SCOPE OF WORK**

#### **3.1 Functional Scope**

We are seeking a managed service provider to deliver comprehensive support for the Oracle Fusion Financials suite, covering key functional areas, including but not limited to General Ledger, Procurement, Accounts Payable, Accounts Receivable, Asset Management, Inventory Management, Order Fulfillment, and Financial Reporting & Reconciliation.

- **General Ledger and Financial Report**
  - Provide end-to-end support for General Ledger (GL) functions, including journal entries, financial close processes, balance sheet reconciliations, and reporting.
  - Support for month-end and year-end close activities, ensuring accurate financial reporting and compliance with accounting standards.
  - Ensure seamless integration between GL and other modules, delivering timely, accurate financial statements and regulatory reports.
- **Project and Grant Management**
  - Support project and grant lifecycle management, including budget creation, cost tracking, revenue recognition, and project billing.
  - Ensure compliance with grant reporting requirements and proper allocation of costs and revenue in accordance with project and grant contracts.
  - Oversee integration with financial modules to ensure accurate project-based financial reporting and management.

- **Procurement and Accounts Payable**
  - Manage and optimize the procurement process, from supplier management and purchase orders to invoicing and payments, ensuring efficiency, accuracy, and compliance.
  - Support for accounts payable functions, including invoice processing, payment disbursements, and reconciliation with purchase orders and receipts.
- **Asset Management and Fixed Assets**
  - Oversee asset lifecycle management from acquisition through depreciation, tracking, and retirement.
  - Support fixed asset processes, ensuring accurate asset tracking, valuation, and reporting in compliance with accounting standards.
- **Inventory and Warehouse Management**
  - Provide support for inventory tracking, warehouse operations, and stock management, ensuring accurate data flows into financial reporting for cost tracking and reconciliation.
  - Ensure efficient inventory management and optimization of stock levels to meet business demands.

### 3.2 Technical Scope

- **Oracle Fusion Cloud Architecture & OCI Expertise:** Provide turn-key maintenance and technical support for Oracle Fusion ERP, Oracle Cloud Infrastructure (OCI), Oracle Integration Cloud (OIC), including integration, data migration, cloud-components, patch management, troubleshooting network issues, resolving servers (Windows and Linux) problems, security monitoring, system tuning, performance metrics and all Oracle related services/issues associated with POLA. Leverage OCI and OIC for provisioning, management, patching, backups, and resource optimization to ensure seamless operations for the Fusion Financial applications. Perform additional OCI and OIC service deployments, including compute resources, network security groups, and OCI network firewall configurations.
- **Oracle Cloud Disaster Recovery (DR):** Provide support and guidance on cloud DR, including proposing comprehensive plans and procedures for the LAHD. This will involve advising on risk identification, recovery strategies, and outlining the steps necessary to ensure business continuity in the event of a system failure or disaster.
- **Customization and Reporting:** Customize a wide range of reports, dashboards, and alerts within Oracle Fusion Financials to meet specific business requirements. This includes financial reports (e.g., balance sheets, profit and loss statements, and cash flow reports), operational reports (e.g., procurement, accounts payable/receivable, and inventory), and performance dashboards. The goal is to enhance decision-making, improve operational efficiency, and ensure that key business insights are easily accessible. Additionally, configure alerts for real-time monitoring of critical business metrics and workflows. Please refer to **Attachment 2** for a list of custom reports and personalized objects in Oracle Fusion.
- **Support and Optimization of Custom Integrations:** Provide support for the custom integrations and ensure they function efficiently, it is essential to regularly monitor

their performance, troubleshoot issues promptly, and perform necessary updates as required. Additionally, continuous evaluation of the integration processes can help identify opportunities for optimization and improvement. Recommendations for enhancing integration efficiency can be found in the attached document. Please refer to **Attachment 3** for the list of custom integrations.

- **Stakeholder Collaboration:** Collaborate with key stakeholders (e.g., functional/technical leads, subject matter experts, end users) to understand business processes and ERP-related challenges, proposing and implementing technical solutions that align with the LAHD's business requirements.
- **Security and Access Management:** Manage security roles, workflows, and technical configurations to ensure data security, role-based access control, and compliance across the Oracle Fusion environment. Additionally, review and monitor email notifications related to security events, access changes, and system alerts to proactively address potential issues and maintain secure operations. All security incidents must be reported to the POLA's security team and the Chief Information Security Officer. Security reports will be generated regularly and on-demand per the request of the security group and/or designated security staff.
- **System Availability, Stability, and Performance:** Monitor and maintain system performance, ensuring optimal availability and stability for both production and non-production environments. Address and resolve incidents promptly, minimizing downtime and ensuring business continuity.
- **Oracle Quarterly Patching, Updates and Backup:** Provide oversight and support for timely application of Oracle's quarterly patches, security updates, and bug fixes across all environments. Offer expert guidance to ensure the most efficient and effective patching procedures are followed. Manage backup processes and disaster recovery protocols for production systems, ensuring data integrity and system resilience. Configure and document backup policies aligned with LAHD standards. Include an incident response plan to address zero-day vulnerabilities and emergency patch deployments.
- **Data Management and Release Support:** Manage regular data refreshes for non-production environments and support deployment, release management, and testing activities to ensure smooth system updates and transitions.
- **Change Management and Compliance:** Adhere to IT change management processes, ensuring all system changes are documented, tested, and implemented with minimal risk. Maintain compliance with internal and external standards.
- **Strategic Advisory, Enhancements and Technology Roadmap for the LAHD:** Provide ongoing strategic advisory services for the LAHD's Oracle Fusion ERP, OCI, OIC by recommending best practices, process improvements, and optimization strategies that align with the LAHD's long-term business goals and operational efficiency. Develop and implement technology roadmaps that support the LAHD's evolving business requirements, emerging trends, and future growth, ensuring continuous system enhancements and long-term sustainability of the Oracle Fusion environment.

### 3.3 Helpdesk Support and Incident Management

The consultant must provide Full Managed Services Support to address and resolve any defects, incidents, enhancements, or service requests related to our newly implemented Oracle Fusion ERP system, including the OCI and OIC environments. This includes delivering expert guidance, performing in-depth troubleshooting, and implementing effective remediation plans to enhance user adoption and systems optimization aligned with industry best practices and LAHD's business requirements.

- **Helpdesk Support**

- Provide support during the LAHD's core business hours, Monday through Friday, from 7:00 a.m. to 5:00 p.m. Pacific Time, ensuring timely assistance for Oracle Fusion ERP end-users across all functional and technical areas via phone, email, and chat.
- Extend 24/7 support for critical incidents and system outages outside of core business hours, ensuring continuous assistance as needed.
- Utilize the LAHD's designated ticketing system for incident logging, tracking, and management, ensuring timely acknowledgment, resolution, and escalation in alignment with predefined SLAs

- **Incident Management**

- Integrate with or utilize LAHD's incident tracking system, such as Track-It, to efficiently monitor, update, and document user issues. It is essential to be proficient in LAHD's incident management system to minimize training requirements and avoid the complications of managing multiple incident tracking systems.
- Categorize, prioritize, and assign incoming requests for efficient resolution within SLA targets.
- Escalate complex issues to internal teams or Oracle support as necessary.
- Maintain a knowledge base for recurring issues to expedite future resolutions and reduce resolution time.
- Provide documentation and resources to help users resolve common issues independently.
- Facilitate knowledge transfer on new features, enhancements, and best practices, including walkthroughs for major upgrades.

### 3.4 Knowledge Transfer

The consultant will conduct on-site knowledge transfer (KT) sessions for LAHD teams, covering technical, functional, and business aspects of new system upgrades and enhancements, as well as existing application features, Oracle Cloud Infrastructure (OCI), and architectural designs. Sessions must provide users/stakeholders with the essential knowledge to understand and navigate new features, workflows, and system updates. This includes targeted written materials, interactive walkthroughs, and brief hands-on demonstrations.

Clear explanations of workflow and interface changes will ensure a more effective adoption by the end users. Customized written documentation (not Oracle University “generic” instructions), including step-by-step guides with screenshots and troubleshooting tips, must be provided. Post-implementation support will address questions, with feedback collected to identify areas for further clarification.

Given the existing gaps in system functionality, technical aspects, and user proficiency, the consultant will be expected to identify these gaps and recommend effective solutions to address them. This support is critical to ensure smooth adoption and optimal performance of the new Oracle Fusion ERP system across the organization.

### 3.5 Training Materials

In addition to providing system support, the consultant must conduct a thorough review of existing end user training documentation to verify its accuracy and completeness.

The consultant will be responsible for conducting a comprehensive, Department-wide assessment of Fusion ERP users to evaluate the effectiveness of existing training documentation. Based on the findings, the consultant will assist in developing additional or replacement training materials to ensure LAHD staff can fully utilize the capabilities of the new system and effectively perform their job functions. The LAHD also welcomes the inclusion of supplemental, computer-based training resources to complement the existing in-application LAHD Oracle Guided Learning.

### 3.6 Governance, Compliance and Risk Management

- **Governance Management**

- Establish and manage governance structures (e.g., Technical, Functional, Stakeholders).
- Facilitate regular governance committee meetings, ensuring alignment between teams and the business goals.
- Define roles, responsibilities, and communication protocols for ERP stakeholders.

- **Compliance and Risk Management**

- Ensure compliance with relevant internal and external regulations.
- Proactively identify and mitigate risks related to system operations, data security, and compliance.
- The consultant must work closely with the LAHD staff to support and respond to audit requests, both for IT-related and business-related processes.
- The consultant must apply industry security best practices and ensure it is aligned to ISO 27001 and 27002 security control standards.
- The consultant must comply and collaborate with the POLA’s security team during a security incident.

#### 3.6.1.1 Performance and Reporting

- **Reporting Requirements**

- Provide written reports (weekly and/or monthly at the direction and discretion of the POLA ITD staff) detailing system performance, support tickets, resolution status, and governance activities.
  - Highlight critical items, escalations, and next steps for management.
  - Include quantitative and qualitative performance metrics as specific in the Scope of Work, which will be used to assess progress and contract compliance.
  - Participate in scheduled review meetings with the POLA ITD staff to discuss progress, challenges, and deliverables.
  - If deficiencies are identified, and if requested by the POLA ITD staff, submit a corrective action plan.
- **Service Level Agreements (SLAs)**
    - Define and monitor SLA for incident response, resolution and escalation.
    - Track performance against SLA targets and ensure timely resolution of high-priority issues.

### 3.7 Strategic Advisory and Continuous Improvements

- Provide ongoing strategic guidance for system optimizations, enhancements, and process improvements.
- Develop long-term technology roadmaps and recommend best practices aligned with business goals.

### 3.8 Consultant Responsibilities and Expectations

- Ensure that the consultant's team possesses the required expertise for technical and functional support.
- Maintain transparent communication and accountability for system performance, issue resolution, and continuous improvement.
- Adhere to security, confidentiality, and compliance standards.

## 4 PROPOSAL REQUIREMENTS

### 4.1 Proposal Questions

All questions regarding this RFP must be submitted, in writing, exclusively to Felicia Ansley the Contract Administrator, at fansley@portla.org by no later than 3:00 p.m. on June 12, 2025. Do not submit questions via the Q&A feature on the Regional Alliance Marketplace for Procurement, RAMP ([www.rampla.org](http://www.rampla.org)).

Attempts to contact any other Harbor Department employee or members of the Board of Harbor Commissioners, either directly or through third-parties acting for or on the proposer's behalf, may be presumed to constitute efforts to bias or influence the competitive process with information not detailed in the RFP and not available on an equal basis to all proposers. Accordingly, such attempts shall constitute grounds to disqualify the proposer undertaking them. Any information provided by the Contract Administrator to one proposer

in response to questions shall be provided to all proposers.

#### 4.2 Proposal Submission

**One (1) digital copy of your proposal, as one complete file in .pdf format, must be submitted before 3:00 p.m. Pacific Time on Tuesday, July 8, 2025, to:**

[fansley@portla.org](mailto:fansley@portla.org)

**Subject: Fusion Managed Services Proposal**

Submissions shall not be password protected or saved with restrictions that prevent copying, saving, highlighting or reprinting of the contents.

Proposers solely are responsible for the timeliness of their submittals. As such, **proposers are cautioned to budget adequate time to ensure that their proposals are electronically *delivered* (not just *sent*) before the 3:00 p.m. deadline set forth above.**

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

#### 4.3 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) project organization, personnel, and staffing; 3) project approach and work plan; 4) project management, and 5) cost. See Exhibit F.

There is neither a priority nor a weight that will be specifically assigned to the skills listed in Appendix 1.

Selected proposers may be contacted to arrange interviews (either in person at LAHD headquarters or via Microsoft Teams) with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Chief Information Officer, the Chief Information Security Officer, the Executive Director of the Harbor Department, and the Board of Harbor Commissioners.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Harbor Department and may become available to the public as a public record and be released without further notification. **Any information that the proposer considers confidential should not be submitted with the proposal.**

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

## 4.4 Proposal Content

The following items must be included in your proposal:

### 4.4.1 [Cover Transmittal Letter](#)

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

### 4.4.2 [Qualifications, Experience and References](#)

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references. Include information regarding your firm's experience involving the size and level of complexity of the proposed project.

Also, include in your proposal both a completed Firm Skills Assessment (Appendix 1, "Firms Skills Matrix") and a completed company background summary (Appendix 2, "Company Background").

Client reference information should include the following:

- Company name
- Contact names and current telephone numbers/e-mail addresses
- Dates of engagement
- Specify if the firm was a prime or a subconsultant on the project
- Project description and work that your firm completed
- Project team members from your firm who worked on the project, and their responsibilities

The LAHD reserves the right to contact the client references to verify the information provided by the proposer, or to solicit comments.

Qualifications and experience for proposed subconsultants should also be included.

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

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

### 4.4.3 [Project Organization, Personnel and Staffing](#)

Provide a complete resume for each proposed member of your firm that will be working on the project. Also, provide a brief description of all key personnel and technical staff (including vendors, partners or subconsultants) to be involved and their relevance to the services to be provided.

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

### **NOTE REGARDING STAFF SUBSTITUTIONS**

No staffing substitution will be allowed on this project without:

- 1) Prior written notification to the LAHD's Project Manager,
- 2) The LAHD's Project Manager's review of the qualifications of the proposed substituted staff member, and
- 3) Express written approval by the LAHD's Project Manager of the substitution.

The LAHD's Project Manager must approve any staffing substitution in advance of that individual performing any work on this project. **Work conducted by consultant staff that was not approved by the LAHD's Project Manager will not be compensated.**

The LAHD reserves the right to approve any personnel changes made by the selected proposer to project team members originally listed in the proposal.

#### 4.4.4 [Project Approach and Work Plan](#)

##### 4.4.4.1 Overview of Proposed Project Approach

Provide an overview of the proposed project approach. Provide a narrative that demonstrates that your firm understands the project's requirements and presents a logical functional and technical approach to the project scope of work.

##### 4.4.4.2 Work Plan

Provide a detailed work plan outlining the approach and methodology for providing ongoing support for Oracle Fusion.

The work plan should address the following key areas:

- Support Scope and Services: Clearly define the scope of support services to be provided, including system monitoring, incident management, performance optimization,

regular maintenance, and updates. Specify the services required to ensure continuous operation and enhancement of Oracle Fusion.

- **Resource Allocation and Expertise:** Provide a detailed list of the resources, including personnel, tools, and technologies, that will be allocated to the project. Highlight the qualifications and experience of key team members, particularly their expertise with Oracle Fusion.
- **Timeline and Phases:** Include a timeline for the delivery of services, breaking the plan into key phases, with clear milestones for each. Outline any immediate priorities as well as long-term goals for system support and improvement.
- **Service Level Agreements (SLAs):** Define response times, resolution times, and performance targets for key services. Ensure that SLAs address critical areas such as system uptime, issue resolution, and support availability.
- **Risk Management and Contingency Planning:** Identify potential risks and provide a mitigation strategy to minimize disruptions or delays. Include a plan for business continuity in case of unforeseen challenges, ensuring that service levels are maintained.
- **Ongoing Monitoring and Reporting:** Describe the processes for ongoing system monitoring, including regular performance reviews and health checks of Oracle Fusion. Specify how issues will be tracked, reported, and escalated to ensure transparency and accountability.
- **Compliance and Security:** Ensure that the proposed support plan complies with all relevant statutory, security, and regulatory requirements, as well as internal business policies, to maintain data integrity and confidentiality.
- **Continuous Improvement:** Outline a plan for regularly assessing and enhancing the Oracle Fusion environment, including recommendations for system upgrades, new features, and optimizations to improve overall business efficiency.

#### 4.4.4.3 Harbor Department Staffing

Explain the expected Harbor Department staffing for the project, including:

- Assumed participation in the project (average portion of FTE – Full Time Equivalent). This should include all time spent working on the project (including time spent with and without sub-consultants)
- Assumptions about prior skills / competencies of resources
- Explain any roles and responsibilities the Harbor Department is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.

#### 4.4.4.4 Project Management

Describe how your firm plans to manage all aspects of the work, including task schedules, procedures for scheduling, and cost control. The Project Management section of your proposal should include the following:

- Engagement/Project kick off meeting
- Regularly scheduled project team meetings
- Detailed written progress reports – weekly, monthly, quarterly or as requested
- Issue/risk management techniques
- Communication plan
- Change management plan

- Scope change control
- Budget management plan

Additionally, your firm should address the following within the Project Management section:

- Provide a detailed explanation of your project management methodology and requirement-gathering practices used to create high-quality Functional Design and Technical Design documents. These documents should be utilized for system configurations and to build, update, or enhance reports and integration.
- Provide examples of Functional Design and Technical Design document templates utilized by your firm.
- Outline your firm's process for transforming Technical Design documents into actual system updates, upgrades, and enhancements through the iterative phases of Design, Construction, Testing, and Final Implementation.
- All proposed changes, including configurations, enhancements, and integrations, must adhere to ITIL best practices for Change Management. This includes proper documentation, impact analysis, risk assessment, testing and validation procedures, and formal approval prior to implementation.

#### 4.4.5 Cost

Provide a detailed and transparent cost breakdown in your proposal, addressing all aspects of the Oracle Fusion support services.

The cost section should include:

- Fixed and Variable Costs: Clearly distinguish between fixed costs (e.g., monthly support fees) and variable costs (e.g., charges for additional services or unforeseen work). Provide an itemized list of all costs associated with the services offered.
- Resource, Personnel and Travel Expenses: Provide a detailed breakdown of costs associated with the resources allocated to the project, including hourly or daily rates for consultants, support staff, and specialists. Clearly specify whether these rates apply to on-site or off-site services. These rates must include all travel expenses (airfare, hotel accommodations, meals, and local transportation) associated with delivering services to the LAHD. The LAHD will not accept separate charges for travel expenses and expects these costs to be fully integrated into the stated hourly rates. Additionally, include any overhead costs related to resource management and allocation.
- Service Level Agreement (SLA) Pricing: Specify any additional costs related to meeting specific SLAs, such as expedited response times, premium support, or extended service hours. Clearly outline how these costs are structured based on the agreed service levels.
- Licensing and Subscription Fees: Include any licensing, subscription, or third-party tool fees associated with the Oracle Fusion environment. Specify whether these are one-time costs or recurring charges and outline any potential increases in costs due to future upgrades or new modules.
- Training and Documentation Costs: If applicable, provide separate pricing for training sessions, written user manuals, or any other materials that will be created or delivered as part of the support engagement.

- Risk Management and Contingency Costs: If applicable, outline any contingency costs related to risk management, unanticipated issues, or additional work required during the support period. Provide a clear methodology for how these costs would be determined and billed.
- Payment Terms and Billing Schedule: Provide detailed payment terms, including the frequency of billing (e.g., monthly, quarterly), payment due dates, and any applicable discounts or penalties for early/late payment. Include any upfront payments or deposits required.
- Total Cost of Ownership (TCO): Offer a projected Total Cost of Ownership (TCO) for the duration of the proposed contract, including all potential costs over the contract period. This should provide a clear and comprehensive view of the long-term financial commitment.

#### 4.4.6 Business Enterprise Programs and Contract Administrative Requirements

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

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

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

The **mandatory** Small Business Enterprise (SBE) participation will be 25%, including 5% Very Small Business Enterprise (VSBE) participation. **Proposers who fail to demonstrate that they will meet or exceed the SBE/VSBE requirement will be deemed non-responsive.** In order to ensure the highest participation of SBEs, VSBEs, Minority Business Enterprises, Women Business Enterprises, and Disabled Veteran Business Enterprises, all proposers shall utilize the RAMP to outreach to potential subconsultants.

Firms must be certified as SBEs or VSBEs through RAMP at the time proposals are due. **Firms will only receive credit for SBE/VSBE certifications reflected on their RAMP profile, and the status of those certifications must be shown as “Verified”.** If they qualify, firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application (Exhibit C). Please refer to the Road Map in Exhibit C for a listing of agency certifications that may be accepted in lieu of completing the application. If your firm is already certified by one of the listed agencies, review the “Certification on RAMP” instructions on the [Support tab of the RAMP website](#). For VSBE certification, you must complete the application or be certified as a Micro-business through the [State of California Department of General Services](#) (DGS). If your firm is certified by one of the listed agencies, you must complete the instructions in the application related to obtaining certification on RAMP. Applications should be mailed to the following address, referencing the RFP title:

CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
Bureau of Contract Administration  
[Office of Contract Compliance – Centralized Certification Administration](#)

1149 S. Broadway, Ste. 300  
Los Angeles, CA 90015

Proposers who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any services valued in excess of \$150,000. Proposers who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants.

B) INSURANCE VERIFICATION LETTER

Provide a letter from your firm indicating that the insurance requirements for this project as described in this RFP are presently part of your insurance coverage, or that your firm will be able to obtain such coverage should you be selected for award. The proposer must be aware of the indemnification requirements also set forth in this RFP. Proposers are not required to purchase the required insurance in order to respond; however, all required insurance will need to be submitted at the time of contract award. **ACORD® Certificate of Liability Insurance sheets submitted alone will not be accepted. Proposals submitted without an insurance verification letter, as described above, will be deemed non-responsive.**

C) CITY ETHICS COMMISSION (CEC) FORMS 50 and 55

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

Proposers must submit CEC Forms 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G; fillable forms are available on the [City's Ethics Commission website](#)). The forms require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 may be deemed non-responsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [Bidders - Ethics Commission](#).

D) IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the Harbor

Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit H).

E) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

Proposers are advised that pursuant to [Executive Directive \(ED\) 35](#), if your firm is a for-profit company or corporation and is selected for award, you shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the Regional Alliance Marketplace for Procurement (RAMP) or via another method specified by the City:

- Annual revenue
- Number of employees
- Location
- Industry
- Race/ethnicity and gender of majority owner

On an annual basis, the consultant shall further request that any subconsultant input or update its business profile, with the above information, on RAMP or via another method prescribed by City.

Proposers must submit a signed letter confirming their intention to comply with the RAMP demographic reporting requirements of ED 35, and their firm's acceptance of all of the Standard Contract Provisions exactly as set forth in Section 5. Do not submit your demographic information in the letter; only the selected consultant needs to enter that information into RAMP, after contract award.

#### 4.5 Checklist for RFP Submittal Requirements

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

- Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- Table of Contents
- Proposal with the following sections, in order:
  - Firm Qualifications, Experience and References, including Appendices 1 and 2
  - Project Organization, Personnel and Staffing
  - Project Approach and Work Plan
  - Cost
- Small/Very Small Business Enterprise and Local Business Preference Program forms:
  - Affidavit of Company Status (**Prime**)
  - Consultant Description Form (**Prime and any subconsultants**)
- Letter from your firm indicating ability to meet insurance requirements for this project. **Do not submit only an ACORD® Certificate of Liability Insurance sheet. It will not be accepted in lieu of an insurance verification letter.**
- CEC Form 50 (Bidder Certification)
- CEC Form 55 (Prohibited Contributors (Bidders))
- Iran Contracting Act of 2010 Compliance Affidavit
- Letter of acceptance of Standard Contract Provisions and Executive Directive 35
- Resumes for all proposed staff personnel provided in an appendix.

## 5 STANDARD CONTRACT PROVISIONS

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

### 5.1 Affirmative Action

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

### 5.2 Small/Very Small Business Enterprise Program and Local Business Preference Programs

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

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

NOTE: Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, 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.

### 5.3 Business Tax Registration Certificate

The City of Los Angeles, Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles,

is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department. See Exhibit D.

## 5.4 Indemnity and Insurance Requirements

**REQUIRED AT PROPOSAL STAGE:** A letter from each proposer must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's insurance coverage or that the proposer will be able to obtain such coverage should they be selected for award. The proposer must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond; however, all required insurance will need to be submitted at the time of contract award. **ACORD® certificates submitted without an insurance verification letter will not be accepted.**

### 1. Indemnification

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

### 2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

#### Carrier Requirements

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

#### Primary Coverage

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

## Notice Of Cancellation

For each insurance policy described below, the Consultant shall give the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days 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, Attention Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

## Modification of Coverage

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

## Renewal of Policies

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

## Policy Copies

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

## Limits of Coverage

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

## Right to Self-Insure

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

- a. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
- b. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with

respect to types of coverage and minimum limits of liability required by this Agreement.

- c. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
- d. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
- e. Consultant provides the name and address of its claims administrator.
- f. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Director's consideration of approval of self-insurance and annually thereafter.
- g. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
- h. Consultant has complied with all laws pertaining to self-insurance.

#### Insurance

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by [Indemnification Section Above], Consultant shall procure and maintain at its sole cost and expense and keep in force during the term of this Agreement the following insurance:

#### 3. General Liability Insurance

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

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's

Commercial General Liability coverage shall also have the railroad exclusion deleted.

#### 4. Automobile Liability Insurance

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

#### 5. 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 the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives 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.

#### 6. Technology Errors and Omissions Liability

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 includes 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.

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

## 5.5 Conflict of Interest

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

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

## 5.6 Compliance with Applicable Laws

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

## 5.7 Governing Law / Venue

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

## 5.8 Termination Provision

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

## 5.9 Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they

are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

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

## 5.10 Trademarks, Copyrights, and Patents

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

## 5.11 Confidentiality

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

## 5.12 Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Chief Information Officer, 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.

### 5.13 Termination Due to Non-Appropriation of Funds

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

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

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

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

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

### 5.14 Taxpayer Identification Number

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under the Agreement. No payments will be made under the Agreement without a valid TIN.

### 5.15 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.

## 5.16 Wage and Earnings Assignment Orders/Notices of Assignments

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

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

## 5.17 Equal Benefits Policy

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

## 5.18 State Tidelands Grants

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

## 5.19 Contract Solicitations Charter Section 470 (c) (12)

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

principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC form 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). The form requires proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 may be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## 5.20 Iran Contracting Act of 2010

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

## 5.21 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.

## EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 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 a 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The 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 DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
  - (i) Advertising employment opportunities in minority and other community news media or other publications.
  - (ii) Notifying minority, women and other community organizations of employment opportunities.
  - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
  - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
  - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
  - (vi) Validating all job specifications, selection requirements, tests, etc.
  - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
  - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry;  
and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

**EXHIBIT B**  
**SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM**  
**LOCAL BUSINESS PREFERENCE PROGRAM**

**(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:**

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

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City and ensuring that payments to small businesses are processed in a timely manner. **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 Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

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 \$5,000,000 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 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **541511**. 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 \$34 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.

Consultant shall complete, sign and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

## **(2) LOCAL BUSINESS PREFERENCE PROGRAM:**

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

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines an LBE as:

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

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

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

## AFFIDAVIT OF COMPANY STATUS

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

---

Name of Firm

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

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company.

Please check all that apply. At least one box must be checked:

SBE    VSBE    MBE    WBE    DVBE    OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$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: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Consultant Description Form**

**PRIME CONSULTANT:**

Contract Title: \_\_\_\_\_

Business Name: \_\_\_\_\_ Company RAMP ID#: \_\_\_\_\_

Award Total: \$ \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

Email Address: \_\_\_\_\_

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**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Company RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Company RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

**Consultant Description Form**

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Company RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Company RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Company RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_



# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

## ROADMAP FOR APPLICANTS

### **Should I apply?**

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

- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB), Micro Business (MB) and Public Works (PW)
- California Department of Transportation (CALTRANS)- Small Minority/Women Business Enterprise (SMBE/SWBE)
- L.A. County Metropolitan Transportation Authority (METRO) – Small Business Enterprise (SBE)
- US Women’s Chamber of Commerce (USWCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- City of Los Angeles – Local Small Business (LSB)
- Los Angeles County – Local Small Business Enterprise (LSBE)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)  
*CUCP Agencies include:*
  - California Department of Transportation (CALTRANS)
  - L.A. County Metropolitan Transportation Authority (METRO)
  - San Francisco Bay Area Rapid Transit District (BART)
  - San Francisco Municipal Transportation Agency (SFMTA)
  - Santa Clara Valley Transportation Authority (VTA)
  - City of Fresno
  - City of Los Angeles
  - San Diego County Regional Airport Authority (SAN)
  - San Francisco International Airport (SFO)
  - San Mateo County Transit District (SAMTRANS)

**If you are certified by one of the agencies listed above you may add SBE (Proprietary) to your LA RAMP profile for verification or check the Bid/Proposal documents for the Department’s instruction regarding verification of certification.**

**If your firm is not currently certified with one of the above agencies, answer these questions:**

- Is your firm an independently-owned and operated business?
- Is your firm a small business that meets the size criteria set forth by the Small Business Administration 8(a) Business Development Program or the State of California DGS Small Business Program?
- Is your firm organized as a for-profit business?

**If you answered “Yes” to all of the questions above, you may be eligible to be certified as an SBE (Proprietary)**

Complete the attached application and include all of the required documents listed on the checklist of SUPPORTING DOCUMENTATION at the end of this form.

**Send completed application to:**

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

**For Assistance:**

Email [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org) or Call (213) 847-2684

**Where can I find more information?**

- State of California SBE program - <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs: <http://www.sba.gov>
- SBA Size Standards [www.sba.gov/sites/default/files/Size\\_Standards\\_Table.pdf](http://www.sba.gov/sites/default/files/Size_Standards_Table.pdf)
- NAICS Search <https://www.census.gov/naics/?999967>
- LAWA SBE Program Rules and Regulations – [http://www.lawa.org/welcome\\_LAWA.aspx?id=6413](http://www.lawa.org/welcome_LAWA.aspx?id=6413)
- Port of Los Angeles Small Business Enterprise (SBE) and VSBE Program information- <https://www.portoflosangeles.org/business/sbp.asp>
- DWP SBE Program Information – [https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?\\_af.ctrl-state=bfw1rfr04\\_4&\\_afLoop=78220979903629](https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?_af.ctrl-state=bfw1rfr04_4&_afLoop=78220979903629)



# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

---

Please answer the following:

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

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

Are you currently bidding or participating on a City Project?

- NO       YES

If yes, please provide the following information:

Project Name: \_\_\_\_\_

RAMP ID Number: \_\_\_\_\_

Bid/RFP Number: \_\_\_\_\_

Due Date: \_\_\_\_\_



# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

I. GENERAL INFORMATION			
HAS YOUR FIRM BEEN CERTIFIED BY ANOTHER CERTIFYING AGENCY? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YES, WHICH AGENCY & CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):	HAS FIRM EVER BEEN DENIED CERTIFICATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHICH AGENCY & DATE:		
LEGAL BUSINESS NAME	FICTITIOUS OR DOING BUSINESS AS (DBA) NAME(S):		
STREET ADDRESS OF PRINCIPAL OFFICE LOCATION (DO NOT USE PO BOX)	CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
FEDERAL EMPLOYER ID NUMBER (FEIN)	DATE FIRM ESTABLISHED:	WEBPAGE ADDRESS:	
PRIMARY POINT OF CONTACT: (NAME & TITLE)	PHONE NUMBER:	FAX NUMBER:	
	OTHER PHONE NUMBER:	EMAIL ADDRESS:	
<b>ADDRESSES OF OTHER LOCATIONS, FACILITIES, STORAGE SPACES, ETC. (ATTACH ADDITIONAL PAGES IF NECESSARY)</b>			
DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
DESCRIPTION ( e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
METHOD OF ACQUISITION: <input type="checkbox"/> STARTED NEW BUSINESS <input type="checkbox"/> PURCHASED EXISTING BUSINESS <input type="checkbox"/> INHERITED BUSINESS OTHER (EXPLAIN): _____			
BUSINESS STRUCTURE: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> JOINT VENTURE			
TYPE OF BUSINESS: <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> MANUFACTURING <input type="checkbox"/> SERVICE/CONSULTING <input type="checkbox"/> WHOLESALER/RETAILER <input type="checkbox"/> DISTRIBUTOR/BROKER <input type="checkbox"/> CONCESSION <input type="checkbox"/> TRUCKER <input type="checkbox"/> OTHER _____			
<b>IF TYPE OF BUSINESS IS CONSTRUCTION, PROVIDE:</b>			
CONTRACTOR'S LICENSE NUMBER:	LICENSE CLASSIFICATION CODE(S) :		
ENTER FIRM'S AVERAGE NUMBER OF EMPLOYEES FOR THE LAST FOUR QUARTERS INCLUDING ALL EMPLOYEES THAT ARE IN CALIFORNIA, OUT OF STATE, AND/OR OUT OF THE COUNTRY. (IF IN BUSINESS LESS THAN A YEAR, AVERAGE THE NUMBER OF EMPLOYEES OVER THE NUMBER OF QUARTERS THAT YOU HAVE BEEN IN BUSINESS)	NUMBER OF EMPLOYEES:		
NUMBER OF: OWNERS _____ OFFICERS _____ DIRECTORS _____			
HAS FIRM EVER EXISTED UNDER DIFFERENT OWNERSHIP? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YES, PROVIDE PREVIOUS OWNERSHIP, BUSINESS STRUCTURE, DATE THE CHANGE OCCURRED, AND BRIEF EXPLANATION OF CHANGE:			



# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

## II. OWNERSHIP (ATTACH ADDITIONAL PAGES IF NECESSARY)

NAME OF INDIVIDUAL OWNER(S) SHAREHOLDER(S) AND/OR CORPORATE OFFICERS	TITLE	% OWNERSHIP	HOME ADDRESS (STREET, CITY, STATE, ZIP)

## III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A

**DURING THE PREVIOUS FIVE (5) TAX YEARS DID ANY OWNER/OFFICER:**

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

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

1) OWNER/OFFICER NAME	2) OWNER/OFFICER NAME	3) OWNER/OFFICER NAME
BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
BUSINESS ADDRESS	BUSINESS ADDRESS	BUSINESS ADDRESS
NATURE OF BUSINESS	NATURE OF BUSINESS	NATURE OF BUSINESS
NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM

## IV. BUSINESS CLASSIFICATION

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

USE THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) TO IDENTIFY THE FIRM'S AREA(S) OF SPECIALTY.

THE PRIMARY NAICS REPRESENTS THE FIRM'S LARGEST SOURCE OF REVENUE FOR THE MOST RECENTLY COMPLETED FISCAL YEAR. ENTER UP TO 5 CODES.

FOR A FULL LIST OF NAICS CODES AND ASSISTANCE IN LOCATING APPROPRIATE CODES PLEASE VISIT: [HTTP://WWW.NAICS.COM/SEARCH.HTM](http://www.naics.com/search.htm)

6 DIGIT NAICS CODE NUMBER & DESCRIPTION:	% OF THE FIRM'S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:
1)	
2)	
3)	
4)	
5)	



# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

## PENALTY OF PERJURY DECLARATION

The undersigned states:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### SUPPORTING DOCUMENTATION CHECKLIST

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

**PLEASE DO NOT BIND YOUR SUBMITTAL**

#### ALL APPLICANTS

- Most recently entire filed Federal Individual Income Tax Return (Form 1040) for **each owner** including all schedules and statements.
- Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business **and** each affiliate business for the most recent five (5) years or for the years the firm or its affiliate(s) were in business.
- If the firm's business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)
- If the size standard for the selected NAICS codes is number of employees- provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable. **PLEASE REDACT ALL SOCIAL SECURITY NUMBERS PRIOR TO SUBMISSION.**

#### SOLE PROPRIETORSHIP

- Fictitious Business Name Statement

#### PARTNERSHIP

- Partnership Agreement and Amendments

#### CORPORATION

- Articles of Incorporation (*signed by the state official with approval date*)
- Corporate Meeting minutes for the past two (2) years listing current elected corporate officers and directors; or statement of information as filed with CA Secretary of State

#### LLC

- Articles of Organization, as filed with State
- LLC Statement of Information
- Operating Agreement and Amendments

#### JOINT VENTURE

- Joint Venture Agreement and Amendments

#### TRUCKING COMPANY

- Title(s) and registration certificate(s) for each truck owned and/or operated by your business
- Current Motor Carrier Permit

## **Exhibit D - Business Tax Registration Certificate (BTRC) Number**

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

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

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

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

### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

### **Contract Administrator's Note:**

**Only the selected Consultant will be required to obtain a BTRC.  
Proof of BTRC compliance will be requested during contract award processing.  
Exhibit D is provided for informational purposes.**

## Exhibit E- Equal Benefits Ordinance

### **Sec. 10.8.2.1. Equal Benefits Ordinance.**

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

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

#### (c) Equal Benefits Requirements.

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

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

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

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

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

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

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

b. Under the circumstances, it would be unreasonable to require the Contractor to

provide Benefits to the Domestic Partner (or spouse, if applicable).

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence

against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

**EXHIBIT F**  
**RFP SELECTION EVALUATION FORM**

**PROJECT:** MANAGED SERVICES AND SUPPORT FOR POLA FUSION ERP SYSTEM

**SCORING GUIDELINES:**

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

Scores must be **whole numbers only** (for example, "3.5" is not acceptable).

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

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

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?		<b>5</b>	
B. Project Organization, Personnel and Staffing	Qualifications and experience of proposed personnel for requested services. On-site availability of team and project manager?		<b>5</b>	
C. Project Approach and Work Plan	Quality of proposed work plan to meet project requirements?		<b>5</b>	
D. Project Management	Quality of project management and timeline?		<b>2</b>	
E. Cost	Are proposed budget management, fees and staff hours proposed and clearly defined?		<b>3</b>	
	<b>Maximum points possible=100</b>		<b>A+B+C+D+E=20</b>	<b>Total Points=</b>

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP)  221954	Awarding Authority (Department awarding the contract)  Harbor Department
Bidder Name	
Address	
Email Address	Phone Number

**Certification**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Los Angeles Administrative Code § 10.40.1**

- (h) **“City Financial Assistance Recipient”** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **“Public lease or license”**.

- (a) Except as provided in (l)(b), “Public lease or license” means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company’s entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company’s entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

# Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN): 221954      Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**Managed Services and Support for Fusion ERP System**

Awarding Authority (Department awarding the contract): Harbor Department

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_ Bidder Phone Number: \_\_\_\_\_

## Schedule Summary

Please complete all three of the following:

- |   |  |   |
|---|--|---|
| <p><b>1. SCHEDULE A – Bidder's Principals</b> <i>(check one)</i></p> <p>The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6).<br/>At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p> | <p><b>Yes</b></p> <input type="checkbox"/> | <p><b>No</b></p> <input type="checkbox"/> |
| <p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i></p> <p>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>    | <p><b>Yes</b></p> <input type="checkbox"/> | <p><b>No</b></p> <input type="checkbox"/> |
| <p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): _____</p>   |  |   |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Schedule A - Bidder's Principals

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

Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

## Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

**EXHIBIT H**

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

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

<b>Vendor Name/Financial Institution (printed)</b>		<b>BTRC (or n/a)</b>
<b>By (Authorized Signature)</b>		
<b>Print Name and Title of Person Signing</b>		
<b>Date Executed</b>	<b>City Approval (Signature)</b>	<b>(Print Name)</b>

**OPTION #2: EXEMPTION**

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

<b>Vendor Name/Financial Institution (printed)</b>		<b>BTRC (or n/a)</b>
<b>By (Authorized Signature)</b>		
<b>Print Name and Title of Person Signing</b>		
<b>Date Executed</b>	<b>City Approval (Signature)</b>	<b>(Print Name)</b>

**Attachment 1**  
**Fusion ERP Application Users by Module**

<b>Module</b>	<b>Count</b>
Budget	113
Cash Management	16
Contract Management	49
Expenses	1079
General Accounting	66
Grants	62
Human Resources	2
IT	55
Lease Accounting	22
Payables	225
Procurement	169
Product Management	7
Projects	235
Receivables	59
Supplier	20
Supply Chain	57
<b>Grand Total</b>	<b>2236</b>

**NOTE:** This table provides an estimated number of users per module based on the roles assigned in Fusion. Please keep in mind that a user may have multiple roles, and as a result, they may be counted in more than one module.

**Attachment 2**  
**Fusion ERP Custom Reports Listing**

<b>Workstream</b>	<b>Report Name</b>	<b>Report Description</b>
A2R	POLA Annual Additions Report	POLA Annual Additions Report
A2R	POLA FA Property Ledger Report	POLA FA Property Ledger Report
A2R	POLAFA Fixed Asset Grant Report	POLAFA Fixed Asset Grant Report
P2R	Engineering A500 Report	Currently, when an asset is placed in service, engineering submits an A500 form to Accounting(offline) which accounting uses to capitalize the project. The A500 form needs to be a report created a custom object in Oracle which Project Managers can generate.
P2R	Grants Receipt details with Project and Invoice Information	For Pass-Through Grants, before POLA makes payments to vendors, it has to get reimbursement from the sponsors. While POLA is requesting reimbursement, the associated vendor's invoice is on Hold.  The report will identify the receipts which are applied to Project invoice and also show details of the associated cost with Vendor invoice information.
P2R	POLA Grant Applications	Used to track applications for grant funding; content wholly relies on other POLA staffproviding me the information. I only started using it in 2018.
P2R	Project Budget Vs Actual Report	This is a modification of delivered budget Vs actual reports by project and expenditure type
P2R	Unpaid supplier Invoices	Grants users while seeking reimbursements need to ensure that the supplier invoice is already paid before submit reimbursement request.  The report should list all the unpaid invoices for a given period which are linked to project.
Q2C	AR Invoice Print Template	There are 8 types of invoice .Visit ,Cargo Manifest, PM Agreement, BL Recurring, MISC Billing, Recurring, Invoice Reversal-MISC Billing, Storage-Demurrage
Q2C	Data warehouse for compensation report	Data warehouse is a Compensation Reconciliation report that collects data from Oracle & Klein
Q2C	GL Distribution breakdown by Customer*	Currently AR generates this report from Klein/Data warehouse to capture Customer Revenues by GL Code/Natural Account.

**Attachment 2  
Fusion ERP Custom Reports Listing**

<b>Workstream</b>	<b>Report Name</b>	<b>Report Description</b>
Q2C	POLA AR Print Statement Report	It captures open invoices for particular customer
Q2C	POLAAR Aging - 7 Buckets - By Company Code Report	POLAAR Aging - 7 Buckets - By Company Code Report
Q2C	POLAAR Billing and Receipt History Report*	Created from standard Billing and Receipts History to run by customer invoices, credit memos, applied receipts and unapplied receipts (the latter was not included in the standard report)
Q2C	POLAAR Detail Aged Trial Balance Report (4 Bucket)	It captures Invoices that are unpaid for different customers in different time buckets
Q2C	POLAAR Dunning Letters Templates	It is customer facing document as a reminder for due invoices
Q2C	POLAAR Search by Receivable Activity used for application.	This report is to search by Receivable Activity used for application (Write-Off)
Q2C	POLAAR Top Ten Delinquent Customers Report	Top Ten Delinquent Customers Report
Q2C	Revenues for Terminal and other categories	Currently Real Estate (Waterfront and Cargo marketing) creates these reports attached from Klein as Export from Klein. Majority of these reports use Misc Billing.
Q2C	Unapplied Receipts	Unapplied Receipts
Q2C	YTI Weekly Invoice detail Extract*	Billing extract sent to Yusen every Saturday
R2R	Balance Sheet	Balance Sheet
R2R	Income Statement	report on the PORT's revenues; expenses; income or loss for reporting period
R2R	POLA - Cash Posit. Report 2 Yr	POLA - Cash Posit. Report 2 Yr
R2R	POLA Comparative Period Balances (POLA Trial Balance)	General Ledger Trial Balance
R2R	Statement of Cash Flows	Report of Inflows; Outflows of Cash Balances in a reporting period
S2F	Inventory Valuation Report	Inventory Valuation Report
S2F	Item Quantities Summary	It captures Inventory summary
S2F	Landed Cost PO Report	Report utilized to reconcile PO's, Invoices, and Landed Cost Charges
S2F	Physical Inventory Tag listing	The Item Description should be added to the Physical Inventory Tag listing report since part numbers are changing in the Cloud. This will assist the warehouse personnel identify items during counts.
S2F	Pick Slip Design	Modify the seeded report to add fields like project,task

**Attachment 2**  
**Fusion ERP Custom Reports Listing**

<b>Workstream</b>	<b>Report Name</b>	<b>Report Description</b>
S2F	POLAINV Move Order by Shop and Maint Star Report	It captures move order number by Shop name and Maint star
S2F	Receiving Transaction History	It captures receiving transaction type,date,category,UOM,receipt number for each item
S2P	Buyer Dashboard	Buyer Dashboard
S2P	Construction Contract Payments Executive Summary Report (CPS)	Construction Contract Payments Executive Summary Report (CPS)
S2P	Credit card Transactions Not Outstanding	Transactions that are not outstanding that is similar to General Ledger report, but also show Expense Numbr or Vendor
S2P	Imaging Auditability	Imaging Auditability
S2P	LAHD AP Hold Invoices with Notes Report	LAHD AP Hold Invoices with Notes Report
S2P	LAHD AP Invoices with TCC Report	Outlining invoices where TCC is used on a transaction. Note: Alejandro created this report in TEST "LAHD AP Invoices with TCC " in September of 2023. Reviewed and accepted by Georgette.
S2P	LAHD Purchase Orders for Goods Report	LAHD Purchase Orders for Goods Report
S2P	LAHD Requisition assignments to buyers report	LAHD Requisition assignments to buyers report
S2P	LAHD SBE Report	LAHD SBE Report
S2P	LAHD Suppliers BTRC# Report	LAHD Suppliers BTRC# Report
S2P	Open Orders Report (previous name:POLA Encumbrance Detail Report )	POLA Encumbrance Detail Report (Excel Output)
S2P	Open Requisitions: All*	"Main" sheet used to log and track status of open requisitions. This is the source sheet used to generate other reports and dashboards.
S2P	PES Form Output	An output of the personal expense statement form (PES) to encompass the same fields that are leveraged today
S2P	POLA PO Detail by Agreement	POLA PO Detail by Agreement
S2P	POLA PO Details Report	POLA PO Details Report
S2P	POLAAP Active Vendor List and Tax Forms Status	POLAAP Active Vendor List and Tax Forms Status - list of active vendors (US or Foreign) and their W9, W8 tax form status.
S2P	POLAAP Agreement Activity Report	POLAAP Agreement Activity Report - agreement details including authorized amount and released amount

**Attachment 2**  
**Fusion ERP Custom Reports Listing**

<b>Workstream</b>	<b>Report Name</b>	<b>Report Description</b>
S2P	POLAAP Credit Card Outstanding Transactions Management (Aging)	POLAAP Credit Card Outstanding Transactions Management (Aging) - customize the seeded report to group transactions by division rather than manager. Also, for AIR cart type, we use the latest return flight information which is stored in table column "ap_credit_card_trxn.air_departure_date"
S2P	POLAAP Expense Report by Expense Type	Encompasses the same information as shown on the POLAAP Expense Report but is subtotaled by expense report number
S2P	POLAAP IDO Activity Report	Report that can be leveraged to analyze open IDOs with line, accounting and supplier information.
S2P	POLAAP Invoice & Payment by Division	POLAAP Invoice & Payment by Division
S2P	POLAAP Withholding Tax Extract	Report that can be leveraged to analyze tax withheld amount on invoice lines
S2P	Purchase Order PDF	Modifying Purchase order according to Client requirements
S2P	Purchase Orders Received and Invoiced	Purchase Orders Received and Invoiced
S2P	Refund Issuance Notification Report	Listing of all refund invoices generated from accounts receivable
S2P	Requisition Aging Report	Requisition Aging Report
S2P	Spend Authorized Amount by Expense Type Compared to Actual Expense Cost	Includes expense report detailed information by expense type comparing it to what was authorized on the spend authorization
S2P	Update Requisition PDF to include Project Information (MaintStar Report)	Update Requisition PDF to include Project Information (MaintStar Report)

**Attachment 3  
Fusion ERP Custom Integrations Listing**

<b>Module</b>	<b>Purpose of Integration</b>
INT001_ US Bank Air Travel Expense Credit Card Inbound Interface	Loads the Airfare (AIR) transaction files received from Citibank into Oracle Expense
INT002_ US Bank Corporate Expense Credit Card Inbound Interface	Loads the Corporate Card (MC) transaction files received from Citibank into Oracle Expense tables
INT003_ JPMC Bank Statement Inbound Interface	Bank statement from JPMC to Oracle for reconciliation process. Cash Management
INT004_ JPMC ACH Payment Outbound Interface	Separate files are sent to GCD, one for checks and one for ACH. GCD ingests those two files and creates the journal entry that feeds to FMS. At the same time after
INT005_ JPMC Check Payments outbound interface/Positive Pay	Separate files are sent to GCD, one for checks and one for ACH. GCD ingests those
INT006_ Workday Employee Info Inbound Interface	Transfer new employee information from POLA's current payroll system (Workday) to Oracle Human Resources (HR) module
INT007_ Workday Project Costing Inbound	Transfer projects/grants related labor cost from POLA's current payroll system (Workday) to Oracle Projects/Grants module
INT008_ Workday Project Task Details Outbound Interface	Send project task details from Oracle to POLA's current payroll system (Workday)
INT009_ Workday To GL Inbound Interface	Transfer labor costs from POLA's current payroll system (Workday) to Oracle
INT010_ KLEIN AR Customer Outbound Interface	Receive customer detail information from Oracle to Klein. This is different than
INT011_ KLEIN AR Invoices Inbound Interface	Receive billing information from Klein to Oracle Account Receivables (AR) module
INT013_ JPMC Lockbox Inbound Integration	(JPMChase - Configuration & Integration)- should include the image file job.
INT016_ PCARD Inbound Interface	Import PCARD information into Oracle Expense module
INT017_ Project Cost details to PICS - Outbound	Send labor cost and payment data to PICS for Capital Project Management
INT018_ MaintStar Work Orders Inbound	Net New - Work Order details like work order number and start date from MaintStar
INT019_ MaintStar Work Orders Costs Outbound	Work Order related costs from Oracle Projects to Maintstar
INT020_ MaintStar Project Task details Outbound	Send list of active projects and tasks from Oracle to Maintstar
INT021_ MaintStar Work Order status and end date inbound	Status of Workorder from Maintstar to Oracle
INT027_ RAMP Executed Contract Outbound	Integrate executed procurement contracts from Oracle to RAMP
INT028_ RAMP RFX Awarded	Integrate Awarded RFX to RAMP
INT029_ RAMP RFX Published Outbound	Integrate Published RFX documents to RAMP
INT031_ Sympro to GL	Sympro integration to Oracle GL
INT032_ Integration with LATAX system Inbound(Oracle to LATAX)	Record check with LATAX to determine if vendor at onboarding to determine if payments can be sent to vendor.

**Attachment 3**  
**Fusion ERP Custom Integrations Listing**

<b>Module</b>	<b>Purpose of Integration</b>
INT033_ Loftware Barcode Label Printing Outbound	Integration with item label printer within inventory
INT034_DocuSign to Oracle Contracts Inbound	Integration of electronically signed document into Oracle
INT035_DocuSign From Oracle Contracts Outbound	Integration of contract document required for electronic signature
INT036_PICS Project Detail to Oracle - Inbound	Creation of Oracle project record when new project is created in PICS
INT037_PICS Project Budget details to Oracle - Inbound	Creation and update of project budget data from PICS into Oracle for budgetary control
INT038_Project Status update to PICS - Outbound	Interface grant funding project data from Grants to PICS
INT039_Project Commitment details to PICS - Outbound	Provide budget approval status back to PICS from Oracle

## APPENDIX 1 – STAFF SKILLS ASSESSMENT

Company Name: \_\_\_\_\_

Please list the names of your resources on the lines below:

R0. Example

R1. \_\_\_\_\_

R2. \_\_\_\_\_

R3. \_\_\_\_\_

R4. \_\_\_\_\_

R5. \_\_\_\_\_

For each resource, please put number of years of experience for each skill.

Example: Employee R0 has 5 years of MS Project and 3 years of General Ledger module experience.

	Resource						
Skills	R0	R1	R2	R3	R4	R5	Comment
Microsoft Project	5						
Incident and Change Management Tools							
<i>Track-IT</i>							
<i>JIRA</i>							
<i>ServiceNow</i>							
XML							
PL/SQL							
Toad/ SQL Developer for Oracle							
Loftware Cloud							
GIT							
Microsoft Visio							
SharePoint							
Postman							
Others (if applicable):							
<b>Oracle Fusion Cloud Applications</b>							
Expertise in various Oracle Fusion Cloud ERP							

## APPENDIX 1 – STAFF SKILLS ASSESSMENT

Skills	Resource						Comment
	R0	R1	R2	R3	R4	R5	
<i>General Ledger (GL)</i>	<b>3</b>						
<i>Accounts Payable (AP)</i>							
<i>Accounts Receivable (AR)</i>							
<i>Fixed Assets (FA)</i>							
<i>Procurement (Purchasing, Sourcing, Contracts)</i>							
<i>Warehouse and Inventory Management (Inventory, Order management )</i>							
<i>Project/Grant Management (projects, budgets)</i>							
<b>Oracle Cloud Infrastructure (OCI)</b>							
Interface development/integration							
<i>Bank integrations</i>							
Oracle WebCenter Content							
Oracle WebCenter Forms Recognition Cloud Service							
Oracle Transactional Business Intelligence Cloud Service							
Oracle Identity Cloud Service							
Oracle Database REST API							
Oracle Functional Setup Manager							
Oracle Accounting Hub Cloud							
Oracle Integration Cloud (OIC): Oracle Integration for Oracle SaaS							
<i>Development support</i>							
<i>Troubleshooting/Resolution</i>							

## APPENDIX 1 – STAFF SKILLS ASSESSMENT

Skills	Resource						Comment
	R0	R1	R2	R3	R4	R5	
Oracle Application Adapters ERP Adapter and corresponding library							
<i>Workday adapter</i>							
Oracle ERP adapters for technologies such as REST, SOAP, LDAP, FTP, and file- based access and corresponding library							
Oracle ERP Cloud Pre- packaged Integrations							
ERP Integration Web Service / Oracle Web Service Manager (OWES)							
Oracle Cloud Connectors							
Oracle Enterprise Repository (OER)							
Oracle Universal Content Management Server (UCM)							
ERP Integration Web Service							
Oracle Transactional Business Intelligence (OTBI)							
Oracle Infolets							
Oracle Fusion Cloud Application Middleware							
<i>Oracle Metadata Repository</i>							
<i>Oracle Access Manager</i>							
<i>Oracle Identity Management</i>							
<i>Oracle WebCenter Portal</i>							
<i>Oracle Business Intelligence</i>							
<i>Oracle Reports</i>							
<i>Oracle Forms Services</i>							
<i>Oracle ADF(Application Development Framework)</i>							

## APPENDIX 1 – STAFF SKILLS ASSESSMENT

Skills	Resource						Comment
	R0	R1	R2	R3	R4	R5	
<i>Oracle SOA (Service-Oriented Architecture) Suite</i>							
<i>Oracle Real Application Clusters (RAC)</i>							
Financials Simple Object Access Protocol (SOAP) Web Services							
BI Data Analytics							
BI Development Tools							
Oracle Cloud Migration							
Data Migration							
Data Migration tools							
US Government Cloud							
Oracle Cloud Application Security and Compliance							
<i>Security List</i>							
<i>Email security</i>							
<i>Network routing</i>							
<i>Customized role access</i>							
<i>Segregation of Duty (SOD)</i>							
<i>Audit</i>							
Cloud Application Authentication							
Cloud Integration and Extensions							
Oracle Business Process Management (BPM) administration							
Reporting and Analytics							
Microsoft SQL Server							
Visual Studio Development (.NET, C#, etc.)							
Python							
PHP							
Ruby							



## APPENDIX 2 – COMPANY BACKGROUND

Company Background	
Company Name:	
Location of corporate headquarters:	
<b>Proposer Experience</b>	
# of years in business:	
# of years providing systems/services to public sector:	
How long has your company been providing Oracle Fusion ERP managed services support?	
What is the size of your Oracle Fusion support team (both functional and technical)?	
Are you familiar with the nuances and restrictions of working within Oracle's GovCloud versus Commercial Cloud environments?	
What industries do you primarily serve in your Oracle Fusion ERP practice?	
What functional modules of Oracle Fusion ERP do you support (e.g., Financials, Procurement, Project Management, HCM)?	
Can you walk us through how you've supported period close activities in Oracle Fusion Cloud for a government or large-scale enterprise client?	
Have you helped clients optimize or customize delivered workflows to meet public sector or regulatory-specific requirements? If yes, can you provide an example?	
Do you offer user training or knowledge transfer services for functional users?	
What level of support do you offer for patches, quarterly updates, and regression testing in Oracle Fusion Cloud?	
Do you have experience managing and supporting integrations with third-party systems (e.g. Workday, Banks, etc.)? If yes, how many years?	
Do you support Oracle Integration Cloud (OIC), and if so, what is your approach to managing integrations and APIs?	
What tools and frameworks do you use for monitoring system performance and incident management?	
How do you ensure data security and compliance in your managed services model?	
What is your ticketing system and how do you manage SLAs and response time?	
<b>Customer Base:</b>	
# of clients using proposed services	
# of clients using other similar services	
<b>Market Focus:</b>	

## APPENDIX 2 – COMPANY BACKGROUND

Company Background	
Identify other industries serviced (other than local governments)	
<b>If not Primary Proposer</b>	
# of past projects partnering with primary proposer	
Official Partnership status/certification (if applicable)	
<b>About the Company</b>	
Number of Total Employees:	
Number of Employees Providing Technical Support (if applicable)	
Number of Employees Providing Functional Support (if applicable)	
Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
Number of Employees Dedicated to Product Development (if applicable)	