

Cargo and Industrial Real Estate

Real Estate Appraisal Services

REQUEST FOR PROPOSALS



April 13, 2023

April 13, 2023

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR REAL ESTATE APPRAISAL SERVICES

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals from qualified appraisers to provide real estate appraisal services. These services shall commence after a contract is approved by the Executive Director.

Instructions and forms to be used in preparing the proposal 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	Thursday, April 13, 2023
Questions Due	Thursday, April 27, 2023 by 3pm
Response Posted	Thursday, May 4, 2023
Proposals Due	Thursday, May 11, 2023 by 3pm

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

For questions regarding this RFP, please contact Susana Eldridge by email at Seldridge@portla.org. Questions must be submitted by Thursday, April 27, 2023 by 3pm. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at www.rampla.org, on Thursday, May 4, 2023. It is the responsibility of all proposers to review the Port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

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

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

Sincerely,



TRICIA J. CAREY

Director, Contracts and Purchasing Division

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Exhibit B – Small/Very Small Business Enterprise Program

Exhibit C – Proprietary Small Business Enterprise Application

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Exhibit F – RFP Selection Evaluation Form

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Exhibit H – Industrial Properties Map

Attachment 1- Supplemental Appraisal Standards

Attachment 2- Minimum Qualifications

Attachment 3- Appraiser's Scope of Work and Cost of Services

Attachment 4- Reference Form

1. INTRODUCTION

1.1 Brief Overview of the Project

The Real Estate Division of the Los Angeles Harbor Department is soliciting proposals from qualified appraisers currently licensed and certified by California's Bureau of Real Estate Appraisers (BREA) to provide a full range of real estate appraisal services including appraising, reviewing appraisals, and providing other appraisal-related services in connection with real property for water, land, improvements and other related assets to determine market value. The services include, but are not limited to, professional services for Residential, Commercial, Industrial, Improved and Unimproved Real Property Appraisal and Appraisal Review Services; Benchmark Appraisal of Hypothetical Properties; Institutional Rate of Return; Meetings; and other appraisal-related services.

In order to minimize lead-time, the Harbor Department will establish a list of approved appraisers who will perform the necessary work when engaged by the Harbor Department on an as-needed basis. It is the intent of the Harbor Department, through this RFP, to establish a list of approved appraisers for a period of three years and execute agreements with the approved appraisers on an as-needed basis. The term of any resulting agreement(s) will be for a maximum of one year.

1.2 The Port of Los Angeles

The Port of Los Angeles is America's Port®, the nation's premier gateway for international commerce.. 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 2022, the Port handled a total of 9.9 million TEUs, its second busiest calendar year on record.

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 Goals and Objectives

The Harbor Department is seeking to establish a list of appraisers and execute agreements with the approved appraisers to provide professional appraisal services on an as-needed basis, in accordance with the 2020-2021 Uniform Standards of Professional Appraisal Practices (USPAP) and the standards set forth in “Attachment 1- Supplemental Appraisal Standards”. This list will be maintained for a period of three years and any resulting contract will be for a maximum of one year. Inclusion on the list of approved appraisers does not guarantee a resulting contract. This RFP, or any resulting contracting, does not guarantee any work or set number of appraisals, nor establish fees for services that will be required over the life of the list.

An assignment of work using a Work Task Proposal Request will be done in the following manners noted below:

Work Task Proposal

When services are needed, qualified appraisers on the established list will receive a Work Task Proposal Request prepared by the Harbor Department and will be asked to submit a proposal, providing time and price quotations for that specific project. An appraiser may reject any requests for proposals or offer of work. However, six such rejections during the term of the list of approved appraisers, including failure to respond to Work Task Proposal Requests, will be grounds for removal from the list of approved appraisers, at the Harbor Department’s sole discretion.

Notice to Proceed

The project will be awarded to the appraiser whose response to a Work Task Proposal Request represents the best overall value to the Harbor Department, as determined by the Harbor Department’s Real Estate Divisions. Once an agreement is established with the selected appraiser, the Harbor Department will issue a Notice to Proceed. No work will be authorized until the Harbor Department issues a Notice to Proceed, which must be executed and returned to the Harbor Department.

2.2 Minimum Qualifications

Prior to submitting a proposal to the Harbor Department, appraisers must review the minimum qualifications detailed in “Attachment 2 – Minimum Qualifications.” Proposals that do not meet these qualifications should not be submitted, will not be reviewed, and will be disqualified.

2.3 Project Scope of Work

Appraisers shall identify the types of appraisals their firm proposes to perform by completing “Attachment 3 - Appraiser’s Scope of Work and Cost of Services,” typical for those specific types of appraisals. The Harbor Department is aware that few appraisers are qualified to value all of the property types listed below or utilize all appraisal techniques. Based upon responses to Work Task Proposal Requests, the Harbor Department will select appraisers for individual property types and techniques in concert with the appraiser’s experience and expertise as stated in Attachment 3.

The proposed Scope of Work required from pre-qualified appraisers will include, but not be limited to, furnishing all labor, research, equipment, transportation, and materials necessary to satisfactorily perform the following services:

- Real property appraisal reports to estimate current fair market value of improved and unimproved parcels, including railroad right-of-way
- Real property appraisal review services to assure completeness, accuracy, and adequacy of documentation of appraisal reports and/or other appraisal-related assignments
- Benchmark appraisals of various industrial Port properties depicted in Exhibit H “Industrial Properties Map”, to determine the current fair market value
- Institutional rate-of-return surveys to assist the Port in its efforts to establish and/or update the rate-of-return applied to Port properties
- Meetings and other appraisal-related consulting services as needed or required

See “Attachment 3” for more details.

Appraisers selected for the list to be established as a result of this RFP shall be required to provide appraisal reports in a professional and timely manner.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

One (1) digital copy of your proposal must be submitted on or before 3:00 p.m. Pacific Standard Time on Thursday, May 11, 2023 to:

Susana Eldridge@portla.org
Subject: Real Estate Appraisal Services

Appraisers shall affirmatively state in the Cover Transmittal Letter that the Appraiser has not prepared the proposal in collusion with any other Appraiser; and that the contents of the proposal as to cost of services, terms, or conditions of said proposal have not been communicated at any time or in any manner by the Appraiser, its employees, agents, or any interested party of the Appraiser to any other Appraiser.

Appraisers solely are responsible for the timeliness of their submittals. As such, appraisers are cautioned to budget adequate time to ensure that their proposals are delivered before the deadline set forth above.

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

3.2 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) Appraiser Qualifications and Experience; 2) Project Organization, Personnel, and Staffing; 3) Appraisal Documentation including Organization/Clarity; 4) Responsiveness to Client Assignments, and 5) Cost. See Exhibit F.

Selected appraisers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation of appraisers to be included on the list of approved appraisers who will perform the necessary work when engaged by the Harbor Department on an as-needed basis. All recommendations are subject to the approval of the Director of Real Estate Division and the Executive Director of the Harbor Department.

Appraisers 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 appraiser considers confidential should not be submitted with the proposal.

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

3.3 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

Provide a narrative which introduces the appraiser highlighting the special strengths of the appraiser to perform the work requested in this RFP. The cover letter must include the appraiser's name, address, telephone number, email address, and identify the name and title of the designated Project Manager. The letter should be signed by an authorized principal of the proposing firm.

2. Appraiser Qualifications and Experience

The Harbor Department seeks to attract appraisers that demonstrate the highest qualifications to provide appraisal services for the types of valuation required for rental rate setting and real estate acquisitions, dispositions, and studies related to its real estate needs. The proposing appraiser's experience over the past five years related to preparing commercial appraisals in the State of California is important. Recent experience with port-related appraisals is highly desired, as well as appraisal services for surrounding port property, including railroad right-of-way.

The proposing appraiser must:

- Provide a summary describing their qualifications to perform the project work including past (relevant) experience. List any port-related appraisal assignments and include the location(s) and date of assignment(s), a brief summary of the assignment, and the fee charged.
- Additionally, include a narrative of the firm's expertise in the following areas:
 - Working knowledge of port-related properties;
 - Familiarity with Federal Maritime Commission and State Tidelands rules;
 - Regulations with policies pertaining to the valuing of or setting rents for port-related property;
 - Two port-related property appraisals within the last five years; and
 - Valuation of historic structures for the purpose of adaptive reuse.
- Using the form provided in "Attachment 4 – Reference Form," list three references with which the appraiser has conducted business operations during the past four years not including the Harbor Department. All references should include company name, contact person, title, address, current telephone number, and current email address.

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

Appraisers 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.

3. Project Organization, Personnel and Staffing

Identify key personnel and technical staff (including vendors, partners or subconsultants) to be involved and their relationship to the services to be provided.

- Include names, titles, and their relevant experience, responsibilities, and current office locations. Indicate all state licenses, professional designations, and certifications for all individuals listed.
- Complete resumes should be provided as part of an appendix to the proposal.

4. Valuation Work Product

Appraisers must include a copy of a self-contained narrative appraisal that has been performed within the last calendar year. The appraisal format must meet current Uniform Standards of Professional Appraisal Practices (USPAP) standards for content. Please include a summary of the aspects of the submitted appraisal that assist in the organization and clarity of the appraisal as well as how your appraisal format assists the reader to understand how the appraisal value conclusion was derived.

The proposing appraiser must:

- Attach a copy of the sample appraisal to the original proposal and to each of the four proposal copies.
- Cite the appraisal sample in your list of experience.
- Ensure the sample appraisal is highly representative of the quality of the appraisal service(s) your firm is proposing to perform.

The proposing appraiser must:

- Redact from the sample appraisal sensitive/confidential information, with all other information concerning the type and methodology remaining intact. Heavily redacted appraisal samples should be avoided.

5. Responsiveness to Client Assignments

The Harbor Department is looking for appraisers who are responsive to demanding schedules and who demonstrate a track record of meeting deadlines.

The proposing appraiser must:

- Provide a **list** of at least five appraisals conducted along with the time it took to complete those appraisals, from appraiser engagement (fee paid or Notice to Proceed given) until completion of the assignment (hard copy or electronic copy of final appraisal given to client). List appraisals with property type/name, address, fee charged, time to complete, year completed and complexity.

The proposing appraiser should:

- Begin the list with port-related assignments.
- Rate each appraisal assignment's complexity as either "Average", "Moderate," or "Complex" according to the following definitions:

“Average” – Comparable sales or income information is readily available to make an accurate valuation and data is readily available from subscription sources. Property is not considered unique for the location.

“Moderate” – Comparable sales or income information is available but limited and may not be in the timeframe of the valuation date. Subscription data sources do not have an abundance of information applicable to the subject property. Some information canvassing by phone, paid subscription service or data sourced from other appraisers may be required. Property has some unique characteristics for the location without many similar properties.

“Complex” – Comparable sales or income information is not available or very limited and information is not readily available in the timeframe of the valuation date, requiring time adjustments. Subscription data sources have little to no information. Information canvassing needed for most comparable data by phone, other appraisers or paid services. The property has unique characteristics that make it difficult to value. Note: Assignments cannot be considered moderate or complex based solely upon the scope of the assignment (i.e. number of structures to be valued or size of improvements).

6. Cost

Respond to “Attachment 3 - Appraiser’s Cost of Services”, indicating the proposed flat fees, hourly rates, (or both), that applies to each area of appraisal services that the appraiser is proposing. All fees and rates shall be inclusive of all overhead and profit that applies to each of the key personnel who will be used for the scope of work. The Harbor Department reserves the right to negotiate the payment of fees, either hourly, flat fee or as applicable to the specific project requested.

Appraisers shall, at their own expense, provide all labor, equipment, materials, supplies, licenses, registrations, data systems, transportation, telephone expenses, facsimile transmission, photocopying services and other items required for performance of any requested services. Agreements entered into with appraisers will include a maximum annual limit on compensation.

7. 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 (EXHIBIT B)

Provide with your proposal the Small/Very Small Business Enterprise 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.

Appraisers must be certified as SBEs or Very Small Business Enterprises (VSBE) through RAMP at the time proposals are due. **Firms will only receive credit for**

SBE/VSBE certifications reflected on their RAMP profile. 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. For VSBE certification, you must complete the application or be certified as a Micro-business through the State of California Department of General Services (DGS). If your firm is certified by one of the listed agencies, you must complete the instructions in the application in regards to obtaining certification on RAMP. Applications should be mailed to the following address referencing the RFP:

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

B) INSURANCE VERIFICATION LETTER

Provide a letter from your insurance carrier or broker indicating that the insurance requirements for this project as described in this RFP are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier/broker 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 will not be accepted in lieu of an insurance verification letter. Proposals submitted without an insurance verification letter, as described above, will be deemed non-responsive.**

C) CITY ETHICS COMMISSION (CEC) FORM 50

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 to the awarding authority at the same time the response is submitted (See Exhibit G). 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 ethics.lacity.org.

D) 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 4. Do not submit your demographic information in the letter; only the selected consultant needs to enter that information into RAMP, after contract award.

3.4 Checklist for RFP Submittal Requirements

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

- ☐ Cover transmittal letter, signed by an authorized principal of the proposing appraiser
- ☐ Table of Contents, if included (not required)
- ☐ Proposal with the following sections, in order:
 - Appraiser Qualifications and Experience
 - Project Organization, Personnel and Staffing
 - Appraisal Document Including Organization/Clarity
 - Responsiveness to Client Assignments
 - Cost (Attachment 3)
- ☐ Resumes for all proposed staff personnel provided in an appendix
- ☐ Small/Very Small Business Enterprise Program forms:
 - Affidavit of Company Status (**Prime**)
 - Consultant Description Form (**Prime and any subconsultants**)

- ☐ Letter from insurance carrier or broker indicating ability to meet insurance requirements for this project, including general liability, auto liability and workers' compensation. **Do not submit an ACORD® Certificate of Liability Insurance sheet. It will not be accepted in lieu of an insurance verification letter.**
- ☐ CEC Form 50 (Bidder Certification)
- ☐ Letter of acceptance of Standard Contract Provisions and Executive Directive 35

4. STANDARD CONTRACT PROVISIONS

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

4.1 Affirmative Action

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

4.2 Small/Very Small Business Enterprise Program

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.

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>.

4.3 Business Tax Registration Certificate

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

4.4 Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer's carrier or broker must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's coverage, or that the carrier/broker is able to provide such coverage should the proposer be selected. The carrier/broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award. **ACORD® certificates 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 Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

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

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 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.

5. Workers' Compensation and Employer's Liability

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

4.5 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.

4.6 Compliance with Applicable Laws

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

4.7 Governing Law / Venue

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

4.8 Termination Provision

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

4.9 Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be

obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

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

4.10 Trademarks, Copyrights, and Patents

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

4.11 Confidentiality

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

4.12 Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to _____, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall

preclude or render inoperative service of such notice in the manner provided by law.

4.13 Termination Due to Non-Appropriation of Funds

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

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

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

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

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

4.14 Taxpayer Identification Number

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

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable.

Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

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.

4.17 Equal Benefits Policy

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

4.18 State Tidelands Grants

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

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

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

Proposers must submit CEC form 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). 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 Form 50 and 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.

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

(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 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. The North American Industry Classification System (NAICS) Code for the scope of services is **531320**. 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 **\$9.5** million.

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

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.

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: _____ 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: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ 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: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ 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: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Consultant Description Form

SUBCONSULTANT:

Business Name: _____ 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: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ 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: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ 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: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____



EXHIBIT C 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)
- Women's Business Enterprise Council WEST (WBEC - West) - Women-Owned Small Business (WOSB)
- 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)
 - Central Contra Costa Transit Authority (CCCTA)
 - L.A. County Metropolitan Transportation Authority (METRO)
 - San Francisco Bay Area Rapid Transit District (BART)
 - San Francisco Municipal Transportation Agency (SFMTA)
 - Santa Clara Valley Transportation Authority (VTA)
 - City of Fresno
 - City of Los Angeles
 - San Diego County Regional Airport Authority (SAN)
 - San Francisco International Airport (SFO)
 - San Mateo County Transit District (SAMTRANS)

If you are certified by one of the agencies listed above you may add SBE (Proprietary) to your 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 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
- NAICS Search <https://www.census.gov/naics/?99967>
- LAWA SBE Program Rules and Regulations – 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.crl-state=bfw1rfro4_4&_afLoop=78220979903629

KEEP THIS PAGE FOR YOUR REFERENCE

Rev 02/17/22



EXHIBIT C

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: _____

BAVN ID#: _____

Bid/RFP Number: _____

Due Date: _____



EXHIBIT C

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:	
ADDRESSES OF OTHER LOCATIONS, FACILITIES, STORAGE SPACES, ETC. (ATTACH ADDITIONAL PAGES IF NECESSARY)			
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"/> WHOLESALE/RETAILER <input type="checkbox"/> DISTRIBUTOR/BROKER <input type="checkbox"/> CONCESSION <input type="checkbox"/> TRUCKER <input type="checkbox"/> OTHER _____			
IF TYPE OF BUSINESS IS CONSTRUCTION, PROVIDE:			
CONTRACTOR'S LICENSE NUMBER:		LICENSE CLASSIFICATION CODE(S) :	
ENTER FIRM'S AVERAGE NUMBER OF EMPLOYEES FOR THE LAST FOUR QUARTERS INCLUDING ALL EMPLOYEES THAT ARE IN CALIFORNIA, OUT OF STATE, AND/OR OUT OF THE COUNTRY. (IF IN BUSINESS LESS THAN A YEAR, AVERAGE THE NUMBER OF EMPLOYEES OVER THE NUMBER OF QUARTERS THAT YOU HAVE BEEN IN BUSINESS)			NUMBER OF EMPLOYEES:
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:			



EXHIBIT C

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



EXHIBIT C

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 three (3) years or for the years the firm or its affiliate(s) were in business.
- ☐ If the firm's business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)
- ☐ If the size standard for the selected NAICS codes is number of employees- provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

SOLE PROPRIETORSHIP

- ☐ Fictitious Business Name Statement

PARTNERSHIP

- ☐ Partnership Agreement and Amendments

CORPORATION

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

LLC

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

JOINT VENTURE

- ☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

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

Exhibit 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

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: REAL ESTATE APPRAISAL SERVICES

SCORING GUIDELINES:

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

Weighing Factor: A range of 1 through 5, with 1 being of relative lower importance and 5 being relative highest importance. Each number (1 through 5) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20. Example: 4+2+5+4+5=20 or 3+3+4+5+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. Appraiser Qualifications and Experience	Qualification and experience for requested services? Appraisal experience over past 5 years? Port-related appraisal experience? Responses from company's references?		5	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? Locally based firm or team?		3	
C. Appraisal Documentation Including Organization/Clarity	Is the narrative appraisal provided, clear, comprehensive, and understandable? Understanding Scope of Services, methods of project management, organization, coordination, etc.		3	
D. Responsiveness to Client Assignments	Project timeframes and complexity of past appraisals?		4	
E. Cost	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		5	
	Maximum points possible=100		A+B+C+D+E=20	Total Points=

EXHIBIT G

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

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 BAVN)	Awarding Authority (Department awarding the contract)		
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

EXHIBIT H

Industrial Properties Valuation Categorization

Legend

- Container Terminal
- Fishing/Ship Servicing
- Light Industrial
- Medium/Heavy Industrial

Google Earth

Data USGS
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SUPPLEMENTAL APPRAISAL STANDARDS

Appraisers are required to provide confidential appraisal reports that at a minimum contain the following specifications as a condition of acceptance by the City of Los Angeles Harbor Department (Harbor Department).

Confidentiality Agreement

The appraiser shall keep all aspects of this assignment in the strictest confidentiality from all non-intended users including but not limited to: lenders, title companies, city agencies, utility companies, assessors, other appraisers, and members of your staff or company that are not directly involved in this assignment. All persons listed in the Certification may be required to sign a confidentiality agreement prepared by the Los Angeles City Attorney's Office. The agreement shall be all-inclusive and include, but not be limited to, the appraisal, all knowledge, facts, files and work product of the assignment. All requests for information, data, or files regarding this assignment shall be immediately referred to the City Attorney.

Letter of Transmittal

The letter of transmittal shall clearly state all of the real property value conclusions and all extraordinary assumptions of the report. It shall also contain a brief description of the property appraised, interest appraised, date of value, date of report, client, intended use, intended user, signature, type of appraisal and report type.

Subject Property

The property appraised is to be described as to its location, address, size and use as per the appraisal contract.

Interest Appraised

The "as is" market rental value, (leased fee, leasehold and fee simple) of the property (total property, land and/or improvements) and "as is" market value (leased fee, leasehold and fee simple) of the property (total property, land and/or improvements) based upon the highest and best use.

Date of Appraisal

Current, prospective and retrospective.

Date of Value

Current or as instructed.

Client of the Appraisal

City of Los Angeles Harbor Department (Harbor Department).

Intended Use of the Appraisal

As an aid for the Harbor Department in their determination value and rental rates.

Intended Users

The Harbor Department, its Board of Harbor Commissioners, tenants, and related parties.

Type of Appraisal

Self-Contained narrative report.

Appraisal Standards

Full compliance with USPAP (latest edition) and Client's Scope of Work and Supplemental Appraisal Standards as set forth in this document and the appraisal contract.

Definition of Market Value

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC; and in the Interagency Appraisal and Evaluation Guidelines.

Definition of Rental Value

“The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

- Lessee and lessor are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract; and
- The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.”

Source: Appraisal Institute - The Dictionary of Real Estate Appraisal

Executive Summary

An Executive Summary or Summary of Salient Facts shall be included as set forth in the attachment of each contract.

Personal Inspection

All appraisers listed in the appraisal certification are required to make a personal inspection of the subject property.

Engagement Contract

A signed and dated copy of the Notice to Proceed authorization letter that references the fully executed appraisal contract must be included in the addendum of each copy of the appraisal report.

Scope of Work Market Value

Complete sufficient due diligence, investigation and analysis to determine the market value of the (total property, land and/or improvements) considered as fee simple, leasehold or leased fee interest. The opinions of value will be set forth as a total property value and reflect a value per-square-foot of land or improvements. Generally, these appraised values will be employed as the basis for rental value. On other occasions the values will be used for acquisitions and dispositions.

Scope of Work Rental Value

Complete sufficient due diligence, investigation and analysis to determine the rental value of the (total property, land and/or improvements) considered as fee simple, leasehold or leased fee interest. The opinions of value will be set forth on a rent per-square-foot per-month unit of comparison. Generally, the rental rates shall reflect a five-year lease term or rental adjustment period with annual CPI adjustments.

Lease Summary

A lease summary shall be included for each property lease type appraised.

History of Ownership

As set forth in USPAP– (City of Los Angeles).

Marketing Time

As set forth in USPAP 2020-2021 or latest revised standards.

Areas of Classification

At the time the assignment is awarded to the appraiser, the Harbor Department will provide as necessary, site maps, relevant information and an inventory of all areas of classification to be appraised. The appraisal will provide a determination of market rental rates and market value of the total property, land and/or improvements for each area of classification such as wharf, water, land and improvements.

Externalities

Information, including but not limited to: analysis of national, regional and local economic trends and other relevant forces that influence or impact property values; descriptions of the immediate and surrounding economic areas; description of the property's access features; availability and market characteristics of competing properties; impact of port activities and a conclusion as to the social, economic, governmental, and environmental characteristics of the subject property. This section is limited to 15 pages.

Graphics

The report shall include subject property location map, neighborhood map, photos, improvement diagram and site map or plat of land and be presented in a letter size bound report.

Highest and Best Use

The report shall include a Highest and Best Use Analysis as improved and as if vacant. Land value and land rent shall be based upon the highest and best use as if vacant.

Zoning

Include a discussion of current zoning including designation, height restrictions, permitted uses, setbacks, coverage ratios, FARs, landscaping and parking requirements.

Los Angeles County Assessor's Information

Include the assessor's parcel number, last tax bill information, possessory interest information, and method of taxation.

Comparable Information

Each comparable land sale, improved sale, rental comparable and rate of return comparable shall be described in detail on a separate data sheet that will include the verification date and source, as well as, other important features. A comparable location map that identifies the subject property and all comparable data shall be included along with a summary table of the comparable data. All reports must include an adjustment grid that delineates each item of adjustment as well as the direction and amount of each adjustment made. All adjustments are to be discussed in the pertinent analysis section of the report.

Method of Appraisals

Describe all information analyzed, the appraisal procedures followed, and the reasoning that supports the analysis, opinions and conclusions. All appraisal methods shall be considered and all appropriate appraisal methods shall be applied, however as a minimum, the comparison approach must be included. Other approaches strongly suggested are the land and building residual and abstraction techniques. If standard approaches to value are not included, the report must contain a discussion of the reason for the exclusions.

Sales Comparison Approach

This required valuation method will include, where relevant, a direct comparison of sales, rental data and rates of return of other port properties both nationally and locally. Additionally, the report will reconcile the Port of Los Angeles comparables with market data derived from surrounding property types that are influenced by ports. These property types may include: office, retail, R&D, and industrial properties. Arms-length sublease comparables from within the Port of Los Angeles, as well as from other ports should be surveyed.

The Income Capitalization Approach

This approach, if relevant, will include an estimate of market rent to the total property, land and/or improvements. Values will be estimated based on the direct capitalization approach or a discounted cash flow methodology. Direct land, building and or total property capitalization rates will be derived from verified comparable sale properties with similar risk characteristics. Discounted cash flow analyses will contain internal rates of return derived from investor surveys and interviews with buyers of verified comparable sales. Comparables will consist of comparable port related properties, as well as; surrounding properties that are

influenced by the ports, including office, retail, and R & D properties; and arms-length sublease comparables from within ports. The income approach may include land and building residual and abstraction techniques when there is sufficient supporting data. This approach to rental value will reconcile total rent for the land, improvements and or total property considered as a whole and the individual estimates for each area of appraised classifications.

The Cost Approach

This analysis, if applied, will value the improvements as a whole and will set forth the reproduction cost as new, including direct costs, indirect costs and entrepreneurial profit. Indirect costs shall include, but not be limited to, entitlements, construction interest and points, long-term financing costs, insurance, taxes, fees, permits, architectural and engineering fees, site costs, land holding costs, utility connection fees and an estimate of construction time. A depreciation analysis will estimate total life, remaining economic life, effective age, and total accrued depreciation from all forms. This approach to rental value will reconcile total rent for the land, improvements and or total property considered as a whole and the individual estimates for each area of appraised classifications. When applied to estimate land value, the method will abstract the value of the land from the value of the total property by deducting the depreciated value of the improvements.

Rental Analysis

A Comparison approach is required to include a direct comparison of rents for land, improvement, and or total property of port related properties via a market rental survey. In conducting the appraisal, the appraiser shall consider the rents being charged for similar port properties at comparable ports. In identifying similar properties at comparable ports, the appraiser shall consider factors including, but not limited to, the following: size, location, water and non-water access, other occupancy cost and fees, subsidies, unique taxes, tariffs and levies, operating rules and regulations, type, quality, condition, and functional utility.

The appraiser shall consider properties that are similar to the property under study and shall also consider general real estate market conditions and trends in the surrounding area. Rents being charged for similar port properties shall, to the extent possible, be analyzed by components, such as unimproved land, improved land (with infrastructure and/or utilities provided to the lease line), wharf areas, automobile parking areas, and improvements (terminal buildings, transit sheds, container operations, yacht anchorages, office, hotel, restaurant, warehouse, manufacturing, maintenance, wharf and retail shop space).

Reconciliation

The report shall reconcile the results of all approaches employed and provide an analysis that result in a final conclusion of the rental value and or market value for each interest or property classification. The reconciliation will state the effective dates of value, the interests appraised and the properties appraised.

Schedule of Performance

Appraiser is to commence performance of the obligations under this assignment immediately upon receiving, executing and returning a written Notice to Proceed and to complete a draft appraisal within (as set forth in assignment) days. Time is of the essence; if the draft report is not completed and received by the completion date, client reserves the right, at its sole discretion, to cancel the assignment under engagement for cause, in which case no fee will be paid, or reduce the stated appraisal fee by one percent per business day until the report is submitted to Harbor Department. This penalty shall be deducted from the stated appraisal fee.

Review

Upon receipt of the draft, Harbor Department or Harbor Department's designated review appraiser will perform a review. If at the reviewer's discretion, the appraisal is incomplete or does not meet the Scope of Work and Supplemental Appraisal Standards that were contracted; the appraiser will be informed of such issues. The appraiser will then have ten business days to address such issues. If after ten business days a response is not received from the appraiser, Harbor Department, at its sole discretion reserves the right to reduce the stated appraisal fee by one percent per business day commencing on the 11th day from when the appraiser was initially contacted by the Harbor Department. The penalty shall be deducted from the stated appraisal fee.

Number of Copies

One bound draft report will be delivered for each property. After review, six reports consisting of: one electronic copy, four bound original appraisals, and one unbound copy are required. The five non-electronic reports will include color photographs and original exhibits and are to be provided together with the appraisal firm's invoice.

Attachment 2

Minimum Qualifications

Proposals should only be submitted if they meet the following minimum qualifications:

1. Proposed Appraiser must have a current Certified General (AG) License from the State of California's Bureau of Real Estate Appraisers (BREAA).
2. Proposed Appraiser must have a current MAI or SRPA designation from the Appraisal Institute or ASA designation from the American Society of Appraisers.
3. Proposed Appraiser must have a verifiable minimum of five years preparing commercial appraisals in the State of California, having held both the required California Certified General (AG) License and one of the following active designations: MAI, SRPA, or ASA (Accredited Senior Appraiser).

Proof of documentation for the above listed minimum qualifications must be provided, as follows:

1. Attach written proof of the Proposed Appraiser's current Certified General (AG) License from the State of California's Bureau of Real Estate Appraisers (BREAA). Indicate initial date licensed.
2. Attach copy of the Proposed Appraiser's current MAI, SRPA or ASA designation from the Appraisal Institute, or the American Society of Appraisers. Indicate initial date of designation and expiration.
3. Provide a list of references to verify the Proposed Appraiser's minimum of five years preparing commercial appraisals in the State of California, having held both the required California Certified General (AG) License and one of the following designations: MAI, SRPA or ASA.

Attachment 3
Appraiser's Scope of Work and Cost of Services

Firm: _____

PROPERTY TYPES

Please place and "X" in the box to the right of the property types for each area of the appraisal services that the consultant is proposing to conduct. Also, please estimate a range of costs (flat fees, hourly fees, or both) for the indicated appraisal service.

TYPE	APPRAISAL REPORT		COST RANGE	
	Summary	Self-Contained	High	Low
Group 1: Port Properties				
Automobile Terminals				
Break Bulk Terminals				
Commercial Fishing Facilities				
Container Cranes				
Container Terminals				
Dry Bulk Terminals				
Liquid Bulk Terminals				
Marine Fueling Facilities				
Marine Oil Terminals				
Open Space				
Parking Facilities				
Passenger Terminals				
Tank Farms (backland area)				
Transit Sheds				
Water Space				
Wharves				
Yacht Anchorages (includes commercial and recreational marinas)				

Attachment 3
Appraiser's Scope of Work and Cost of Services

TYPE	APPRAISAL REPORT		COST RANGE	
	Summary	Self-Contained	High	Low
Group 2: Commercial/Industrial Properties				
Billboards Signs				
Cold Storage Properties				
Commercial/Retail Facilities				
Industrial Properties				
Office Properties				
Restaurants				
Vacant Land				
Warehouses				
Group 3: Residential Properties				
Condominiums				
Hospitality				
Multi-Family Residential				
Residential Land				
Single Family Residential				
Group 4: Government Facilities				
Community & Convention Facilities				
Customs Facilities				
Essential Facilities (Police, Fire, TSA)				
High School Facility				
Parks and Recreation Properties				
Group 5: Communication Facilities				
Antennas				
Cell Towers				
Fiber Optics				
Microwave				

Attachment 3
Appraiser's Scope of Work and Cost of Services

TYPE	APPRAISAL REPORT		COST RANGE	
	Summary	Self-Contained	High	Low
Group 6: Special Use Types				
Concessions				
Easements				
Furniture Fixture & Equipment				
Licenses				
Permits				
Property Personal				
Right of Ways				
Group 7: Interest				
Air Rights				
Fee Interests				
Leased Fees				
Leaseholds				
Life Estates				
Partial Interests				
Group 8: Property Types				
Land, Improvements, Total Property				
Group 9: Benchmark Appraisal				
Current fair market value of various industrial Port properties depicted in Exhibit A map				
Group 10: Expert Testimony				
Arbitrations				
Bankruptcy Court				
Federal Court				
Superior Court				

Attachment 4

**Reference Form for
Real Estate Appraisal Services RFP**

Proposer's Name: _____

Client/Company Name: _____

Project/Job Start and End Dates: _____

Project/Job Location: _____

Brief Project/Job Description: _____

Contact Information*

Name: _____

E-mail Address: _____

Phone Number: _____

* Contact listed should be a person with direct working experience of listed Project/Job Description.

Approval to Harbor Department to Contact Reference Above:

Signature: _____

Print Name: _____