

Clean Trucks Program Administration Services

REQUEST FOR PROPOSALS

Issued by the Ports of Los Angeles and Long Beach

Thursday, April 20, 2023

April 20, 2023

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR CLEAN TRUCKS PROGRAM ADMINISTRATION SERVICES

The Harbor Departments of the Cities of Los Angeles and Long Beach (the Port of Los Angeles and the Port of Long Beach, known collectively as "the Ports") invite the submittal of proposals to provide program administration services for the Ports' Clean Trucks Program (CTP).

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

The current contract for CTP administration services will expire on December 31, 2023. It is the Ports' intent to continue utilizing the services of an expert consultant to administer the CTP. In order to ensure continuous operations, customer service, and a seamless transition from the expired contract to the new contract, the following proposal submittal and review schedule is proposed:

Request for Proposals Published	Thursday, April 20, 2023
Questions Due	Thursday, May 4, 2023 by 3pm
Responses Posted	Thursday, May 11, 2023
Proposals Due	Thursday, June 8, 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 Tanisha Herr by email at therr@portla.org. Questions must be submitted by 3pm on Thursday, May 4, 2023. Responses will be posted on each Port's website on Thursday, May 11, 2023.

- The Port of Los Angeles at <https://www.portoflosangeles.org/business/contracting-opportunities/requests-for-proposals> and <https://www.rampla.org>
- The Port of Long Beach at its POLB Vendor Portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=19236>, which requires vendor registration to access

It is the responsibility of any proposers to review the Ports' websites for any RFP revisions, addenda, 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 Section 3.3 Proposal Content, Sections 7 Port of Long Angeles Business Enterprise Programs and Contract Administrative Requirements and 8 Port of Long Beach Small Business Enterprises/Very Small Business Enterprises Program and Contract Administrative Requirements of this RFP which outlines the administrative requirements for each Port. **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.

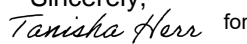
Sincerely,
 for
TRICIA J. CAREY
Director, Contracts and Purchasing Division

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Exhibit D – POLA Affirmative Action Program Provisions

Exhibit E – POLA Business Tax Registration Certificate (BTRC) Number

Exhibit F – POLA Equal Benefits Ordinance

Exhibit G - POLA Bidder Contributions CEC Forms 50 and 55

Exhibit H - POLA Iran Contracting Act of 2010

Exhibit I - POLB SBE/VSBE Commitment Form

Exhibit J – POLB Consultant's Insurance Requirements

Exhibit K – POLB Tenant Services and Operations Division's Contract Requirements and Policies

Exhibit L – POLB Summary Rate Sheet

Exhibit M – POLB Example Consulting Contract

Exhibit N – POLB Contractor Certification Form

1. INTRODUCTION

1.1 Brief Overview of the Project

The Ports of Los Angeles (POLA) and Long Beach (POLB) are soliciting proposals from qualified consultants to provide professional, expert, and technical services to assist them in the administration of concessions/registration agreements under the Ports' Clean Trucks Program (CTP). This includes assistance with on-going tasks, implementation and enforcement of the CTP.

The duration of the contract awarded as a result of this RFP is expected to be for three (3) years from January 1, 2024 through December 31, 2027.

1.2 The Port of Los Angeles

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

The POLA 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 POLA handled a total of 9.9 million TEUs, its second busiest calendar year on record.

The Port of Los Angeles is managed by the Los Angeles Harbor Department, a department of the City of Los Angeles, 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.

1.3 The Port of Long Beach

The Port of Long Beach is The Port of Choice and one of America's premier seaports and a trailblazer in goods movement and environmental stewardship.

Trade valued annually at more than \$200 billion moves through Long Beach, making it the second-busiest seaport in the United States. Everything from clothing and shoes to toys, furniture and consumer electronics arrives at the POLB before making its way to store shelves throughout the country. Specialized terminals also move petroleum, automobiles, cement, lumber, steel and other products.

A major economic force, the POLB supports more than 51,090 jobs in Long Beach, 575,000 jobs throughout Southern California and 2.6 million jobs throughout the United States. It generates about \$126.6 billion in annual trade-related wages statewide.

With a Green Port Policy guiding efforts to minimize or eliminate negative environmental impacts, the POLB also is a catalyst for innovative environmental programs. Serving as a model for ports around the world, the Port of Long Beach pioneered such programs as the Green Flag vessel speed reduction air quality program, Green Leases with environmental covenants and, together with POLA, the San Pedro Bay Ports Clean Air Action Plan.

2. PROJECT DESCRIPTION

2.1 Project Scope of Work

Clean Trucks Program Administrative RFP Scope of Work for the Ports of Los Angeles and Long Beach.

The Scope of Work includes a comprehensive list of tasks required by the Ports to effectively administer the Clean Trucks Programs (CTP), which each Port manages separately under similar programs with a few differences explained in the scope of work tasks below. The Ports intend to work closely with the Consultant as the policies, procedures, and processes are refined and changes occur to the CTP during the term of the contract. Finally, the Ports reserve the right to modify the Scope of Work to be specified in the contract, as the individual Ports' CTPs continue to evolve.

Please note that the selected Consultant will enter into **TWO** separately administered consulting contracts with different requirements; one with each Port.

Required Tasks

Task 1 – Program Management – Concession/Registration Agreements and Administrative Grant Program Support

- POLA has Concession Agreements with Licensed Motor Carriers (LMCs). POLB has Registration Agreements with LMCs. Consultant shall act as a single point of contact for the administration of the Concession/Registration Agreements. Consultant will serve as the program administrator of each of these agreements under the immediate direction of each respective Port's CTP Managers and report on status, costs, issues, and problems on a regular basis.
- Consultant shall work with the Ports to process applications for Concession/Registration Agreements in accordance with the criteria established by each of the Ports for their respective agreement. Consultant shall validate and process CTP Certificates of Insurance.
- Consultant shall establish relationships to coordinate and communicate with the parties involved in the CTP. These parties include LMC Concessionaires/Registrants, truck drivers, truck manufacturers, truck dealers, financing entities, terminal operators, and other stakeholders such as community groups.
- Consultant shall maintain CTP program files and implement the concept of a "paperless office." To achieve this, Consultant may use document management and

scanning systems for the Concession/Registration Agreements and CTP administration. The approach shall provide for the capture, storage, and retrieval of all documents in the CTP Agreement and CTP program processes. The Ports will require online access to those systems.

- Consultant shall receive and process truck terminal gate move data from a third party vendor on a weekly basis and provide each Port with truck move analysis for its terminals.
- Consultant shall attend bi-weekly Port of Long Beach (POLB) CTP meetings, prepare and distribute the weekly scorecard, prepare and distribute the monthly Registrant status update for the POLB Website, and prepare and distribute the monthly Truck Activity Reporting System (TARS) report.
- Consultant shall attend monthly Port of Los Angeles (POLA) CTP meetings, prepare and distribute weekly scorecard, monthly Concessionaire status update, prepare and distribute the monthly Gate Move Analysis and reports for posting on the POLA website.
- Consultant shall assist the Ports to perform certain limited administrative tasks to support the Clean Truck Fund (CTF) Rate incentive programs. This may include grant truck terminal gate move tracking in the Ports Drayage Truck Registry, checking registration in the PDTR and other administrative activity as necessary.

Task 2 – Outreach Activities

- Consultant shall, at the direction of the Ports' CTP Managers, inform Concessionaires/Registrants of program changes, clarify Concession/Registration Agreement requirements, and communicate any other program information.
- Consultant shall, at the direction of the Ports' CTP Managers, make phone calls, prepare and disseminate e-blasts, letters, memos and flyers; provide meeting minutes; provide speaking or written comments for Ports when needed; translation services if requested by the Ports; and speak on behalf of (or represent) the Ports at meetings, workshops, seminars, and conferences.

Task 3 – Clean Trucks Program Terminal Access Center (TAC) Management

The TAC is currently located at 1265 Harbor Avenue, Long Beach, CA 90813. This facility provides a key point of personal contact for Concessionaires/Registrants, grant applicants and the general public. The TAC is open Monday through Thursday from 8 A.M. to 5 P.M., and Friday from 8 A.M. to 4 P.M. Currently, there are approximately 2 to 4 employees providing assistance at the TAC on a daily basis.

- Consultant shall operate the TAC on a weekday basis and provide the proper staffing and customer service levels to answer questions and to provide assistance on Concession/Registration Agreement application activities (or questions); Concession/Registration Agreement administration, monitoring, enforcement activities, and Day Pass system; and to resolve any issues related to the CTP and

Ports Drayage Truck Registry (PDTR).

- Consultant shall provide at least one bilingual (Spanish speaking) staff member to engage in direct contact with the public visiting the TAC.
- Consultant shall provide low nitrogen oxides (NOx) truck, zero-emission truck, and engine repower verification and inspection support at the TAC.
- Consultant shall provide on-site oversight of two POLB public ZE charging stations located at the TAC. Oversight may include, but is not limited to, managing sign-in sheets, checking new ZE trucks for registration in the PDTR, providing station access fobs to drivers, and notifying POLB staff of charging station malfunctions. Charging station oversight may be transferred by the Port to a third party during the contract period.

Task 4 – Concession/Registration Agreement and Tariff/State Rule Enforcement

Consultant shall assist Ports in the development and implementation of enforcement items pertaining to CTP Concession/Registration Agreements, the Ports' Tariffs, and any regulations applicable to drayage trucks (e.g. California Air Resources Board Heavy-Duty Inspection and Maintenance and Advanced Clean Fleets Rules).

Examples of enforcement items include, but are not limited to:

- Concession/Registration Agreement requirements (Insurance, Maintenance, registration with Federal Motor Carrier Safety Administration, California's Secretary of State, etc.);
- Tracking, auditing, verifying, and cross-checking to prevent fraudulent entries.
- Reporting and documenting suspected fraudulent cases;
- "Dray-offs" or operations that are designed to circumvent CTP requirements;
- Ports Drayage Truck Registry(PDTR)/Department of Motor Vehicles (DMV) database verification for accuracy of truck registration information;
- Concession/Registration Agreement suspension/revocation due to the usage of false truck registration entries;
- Non-Container Terminal Sticker Program Compliance;
- Drayage trucks' compliance with applicable regulations and Ports' Tariffs;
- PDTR updates;
- State and local agency coordination;
- Truck data analysis during agency rulemaking processing; and

Task 5 – Ports Drayage Truck Registry (PDTR) Information Technology Services

The primary purpose of the PDTR system is to provide a web-based application that will support the registration, annual truck fee tracking, and compliance of drayage trucks calling on the Ports' marine terminals. Additionally, the PDTR is an integral part of container terminal operators' gate control systems to allow only CTP-compliant drayage trucks to enter their gates.

The PDTR is also used by Concessionaires/Registrants to maintain a database of their truck fleet. The data contained within the PDTR system provides valuable information to the Ports such as the number of LMCs involved in the program, and the number and details of trucks operating at the Ports.

- Consultant shall fully utilize the PDTR system to provide the most current data for the Ports including, but not limited to, reports about: LMC details, truck details including engine year, fuel type, annual fee expiration, fleet summary reports, and payment histories.
- Consultant shall be responsible for enforcement of the Concession/Registration Agreement requirements and will act accordingly to ensure that all trucks granted access to the Ports adhere to the requirements, specifically:
 - New account management;
 - Truck data entry or registration/de-registration;
 - Annual truck fee payments, dispute resolution, refund, substitution, and transfer;
 - Truck information update;
 - Insurance confirmation through Uniform Intermodal Interchange Agreement/Intermodal Association of North America (UIIA/IANA) routine updates;
 - DMV Vehicle Identification Number data matching and resolution;
 - Exempt truck, engine year, fuel type, and terminal access overrides;
 - Concession/Registration Agreement database update; and
 - New feature beta testing and feedback.
- Consultant will update and maintain the Concession/Registration Agreement database, which is an integral part of the PDTR to provide accurate Concessionaire/Registrant data.
- Consultant shall assist LMCs to troubleshoot any issues that may arise from the PDTR.
- Consultant shall be responsible for maintaining and upgrading the PDTR, and Concession/Registration and Day Pass systems, developing new functional features,

maintaining and testing any updates, and resolving any issues.

- Consultant shall download and archive essential daily reports as a contingency to the PDTR, Concession/Registration and Day Pass operations in case of a system failure.
- Consultant shall be responsible for providing a merchant account(s) for receiving Annual Truck Fee and Day Pass payments via credit card and e-check (Automatic Clearing House (ACH) payment). The Consultant will be responsible for rectifying any issues that may arise regarding payments for Annual Truck Fees and Day Pass fees, including fee refund or payment reversal, substitution, transfer, and resolution of insufficient funds. Consultant will prepare and distribute monthly revenue reports on collected payments to each respective Port.
- Receive and process miscellaneous data requests in support of the Ports, regulatory agencies, business, and general public at large.
- Consultant maybe required to expand PDTR and gate data coverage to non-container terminals.
- Provide data support and resulting PDTR enhancements, examples include:
 - Clean Truck Fund (CTF) Rate collection support;
 - CTF Rate exemption support;
 - PDTR system integration, testing, implementation; and
 - PDTR new regulatory reporting requirements.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

Proposals must not exceed 30 pages, in no less than 11 point font. The supporting documentation in the Appendix does not count towards this limit. Resumes, rates and fees, and the contract administrative documents may be submitted in the Appendix.

One (1) digital copy of your proposal, as one complete file in .pdf format, must be submitted on or before 3:00 p.m. PST on Thursday, June 8, 2023 to Tanisha Herr at Therr@portla.org:

The proposal shall be in searchable PDF (Portable Document Format). Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents. The electronic copy will not be returned.

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

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the Ports in connection with this RFP, unless the Ports provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the Ports 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) firm qualifications, experience, and references; 2) project organization, personnel, and staffing; 3) project approach, work plan, and management; 4) rates, fees, and budget control; and 5) clarity and comprehensiveness of the proposal. See Exhibit A.

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Director of Environmental Management, Executive Director of the Harbor Department, and Board of Harbor Commissioners at the Port of Los Angeles; as well as the Director of Tenant Services and Operations, Chief Executive Officer, and Board of Harbor Commissioners at the Port of Long Beach.

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

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

3.3 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

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

2. Firm Qualifications, Experience and References

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

subconsultants should also be included.

Identify any members of your proposed team, including proposer's firm and any subconsultant firms, who are former Commissioners, officers or employees of the 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.

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

3. Project Organization, Personnel and Staffing

Provide a brief description of all 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, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
- ☐ Identify the Project Manager for the proposed services.
- ☐ Complete resumes should be provided as part of an appendix to the proposal.
- ☐ Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Department's Project Manager and supervision of project team staff.

4. Project Approach and Work Plan

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

- ☐ If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.
- ☐ Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
- ☐ Provide a detailed equipment list for each application area with associated costs.

5. Project Management

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

- ☐ Project kick off meeting
- ☐ Regularly scheduled project team meetings
- ☐ Written progress reports
- ☐ Issue/risk management techniques
- ☐ Invoicing system to support all work conducted

6. Cost

Provide pricing and cost information for the project. Each Port will be contracting with the awarded Consultant separately. Therefore, pricing should be bifurcated into two categories – one for the Port of Long Beach and one for the Port of Los Angeles. Include hourly rates for all proposed team members and a total project cost. Also provide pricing for any proposed equipment, software or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed subconsultants.

For illustrative purposes only, the below tables are based on the Ports' current CTP Administration Services Contract and shows the average consulting hours by job task.

POLB

Job Task No.	Job Task Description	Avg Consulting Hrs / Mo.
Task 01	Program Management	20
Task 02	Outreach Activities	5.0
Task 03	Terminal Access Center (TAC) Management	6.25
Task 04	Registration Agreement & Tariff/State Rule Enforcement	15.0
Task 05	PDTR Information and Technology Services	204.

**Data is based on the time period of January 2021 through February 2023*

POLA

Job Task No.	Job Task Description	Avg Consulting Hrs / Mo.
Task 01	Program Administration	37
Task 02	Outreach	1
Task 03	TAC Management	59
Task 04	Concession Agreement Processing & Tariff/State Rule Requirements	296
Task 05	PDTR Information & Technology Services	173

**Data is based on the time period of January 2021 through September 2022*

7. Port of Los Angeles Business Enterprise Programs and Contract Administrative Requirements

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

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

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

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

Firms must be certified as SBEs or 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 Section 4 of this RFP are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier/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) FORMS 50 and 55

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

Proposers must submit CEC Forms 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). 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) IRAN CONTRACTING ACT OF 2010

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

E) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

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

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

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

Proposers must submit a signed letter confirming their intention to comply with the RAMP demographic reporting requirements of ED 35, and their firm's acceptance of all of the Standard Contract Provisions exactly as set forth in Section 4. Do not submit your demographic information in the letter; only the selected consultant needs to enter that information into RAMP, after contract award.

8. Port of Long Beach (POLB) Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program and Contract Administrative Requirements

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

A) SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE) PROGRAM **(EXHIBIT I)**

The Port has established a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program to encourage small business participation on Professional Services contracts.

The combined SBE/VSBE participation goal established for this project is twenty five percent (25%), of which a minimum of five percent (5%) must be allocated to VSBEs.

See Exhibit I for the required POLB SBE/VSBE Commitment Plan for Professional Services Contracts.

B) INSURANCE REQUIREMENTS **(EXHIBIT J)**

No material regarding insurance coverage need accompany your submittal; however, firms are advised that consultants selected to enter in this contract will be required to provide and maintain insurance coverage with limits no less than those specified in Exhibit J.

Within 45 calendar days of selection, proof of insurance coverage must be provided using the attached insurance endorsement forms or certified copies of the policies which name the City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insured/endorsement holders. Standard ACORD forms will not be accepted in lieu of the attached endorsement forms. Proposers may be required to undergo a financial review if they have certain self-insured retention, deductible levels, and/or are performing high-risk work and copies of audited financial statements may be required.

Please note that failure, for whatever reason, to provide the required documentation of insurance coverage within 45 calendar days of selection could disqualify your firm from contract consideration.

C) PROJECT ADMINISTRATION

Project costs will be controlled by the Port of Long Beach, Tenant Services and Operations Division through a system of incremental funding authorizations. Details regarding the Tenant Services and Operations Division's project authorization and funding are found in **Exhibit K**.

The consultant will submit invoices for services rendered on a monthly basis. The Port will reimburse the consultant for work actually performed and costs actually incurred during the course of each month. Specific Port invoicing guidelines and copies of the required invoice format can found in Exhibit K. The Port will withhold payment of the final invoice pending receipt of all deliverables, including electronic data deliverables.

Brief monthly progress reports, following the attached format must be submitted on or before the 10th of each month. The reports will include a technical description of any work performed during the previous month, the cumulative costs incurred, and a summary of work anticipated to be performed during the next reporting period.

A complete breakdown of hourly charge rates of professional and support staff by labor category, and a schedule of overhead, indirect, general and administrative costs and fees must be submitted. Please ensure that the breakdown follows the attached Summary Rate sheet (**Exhibit L**).

D) ADDITIONAL DOCUMENTS TO INCLUDE WITH PROPOSAL

An example of a contract for consulting services is included as **Exhibit M**. The selected consultant will be required to execute a contract similar to the sample provided. In addition, proposals must include in their submittal a signed Contractor Certification Form (**Exhibit N**) indicating that the proposers are aware of the Port's Insurance Requirements and Contract Terms and Conditions. The Contractor Certification Form will not count towards the page limit of 30 pages total.

Submit evidence with consultant's proposal that proposer is licensed to conduct business in California and that proposer must submit evidence of a Long Beach business license, if awarded the contract. The evidence will not count towards the page limit of 30 pages total.

3.4 Checklist for RFP Submittal Requirements

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

- ☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- ☐ Table of Contents, if included (not required).
- ☐ Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Project Approach and Work Plan
 - Project Management
 - Cost
- ☐ Resumes for all proposed staff personnel provided in an appendix.
- ☐ Small/Very Small Business Enterprise and Local Business Preference Program forms:
Note: POLA and POLB have different SBE/VSBE participation goals and forms
 - POLA:
 - Affidavit (Prime)
 - Consultant Description Form (Prime and any subconsultants)
 - POLB:
 - Form SBE-2P: SBE/VSBE Commitment Plan for Professional Services Contracts
- ☐ 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. (POLA)**
- ☐ CEC Form 50 (Bidder Certification) **(POLA)**
- ☐ CEC Form 55 (Prohibited Contributors (Bidders) **(POLA)**
- ☐ Iran Contracting Act of 2010 Compliance Affidavit **(POLA)**
- ☐ Letter of acceptance of Standard Contract Provisions and Executive Directive 35 **(POLA)**
- ☐ Contractor Certification Form **(POLB)**
- ☐ Summary Rate Sheet **(POLB)**

4. PORT OF LOS ANGELES 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 D.

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 E.

[How to Register for a BTRC | Los Angeles Office of Finance \(lacity.org\)](http://www.lacity.org/finance/btrc)

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

Carrier Requirements

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

Primary Coverage

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

Notice Of Cancellation

For each insurance policy described below, the Consultant shall give the Board of

Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

Modification of Coverage

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

Renewal of Policies

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

Policy Copies

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

Limits of Coverage

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

Right to Self-Insure

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

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

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

Insurance

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

3. General Liability Insurance

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

4. Automobile Liability Insurance

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

5. Workers' Compensation and Employer's Liability

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.

6. Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this "Agreement". This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability. Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board. Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

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 Director of Environmental Management, 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

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.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

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

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

4.17 Equal Benefits Policy

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

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

4.20 Iran Contracting Act of 2010

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

5. PORT OF LONG BEACH STANDARD CONTRACT PROVISIONS

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

5.1 SMALL BUSINESS ENTERPRISES/VERY SMALL BUSINESS ENTERPRISES PROGRAMS

The Port has established a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program to encourage small business participation on **Professional Services** contracts.

The combined SBE/VSBE participation goal established for this project is Twenty-Five percent (25 %), of which a minimum of Five percent (5%) must be allocated to VSBEs.

SBE and VSBE Eligibility

1. SBE eligibility is determined by utilizing federal U.S. Small Business Administration (SBA) size standards and/or by the standards set by the State of California's Department of General Services (DGS).
 - a. The SBA size standards are based on the North American Industrial Classification System (NAICS) codes. To identify the NAICS code(s) that a business may qualify under, log on to www.sba.gov.
 - b. DGS has established a separate set of SBE eligibility standards and classification codes. Log on to www.dgs.ca.gov for complete DGS certification information.
2. VSBE and/or Micro-business eligibility is determined by utilizing the criteria set by the DGS "micro-business" designation: Contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$5 million or less, or small business manufacturers with 25 or fewer employees.

SBE Certification

1. All businesses wishing to receive SBE and VSBE status on a Port contract are required to be certified by either the Port or by the DGS.
2. To access the POLB Vendor Portal, visit the Port's website: www.polb.com/sbe and click on POLB Vendor Portal under the Navigation Menu.
3. To access the DGS procurement system, businesses may log on to: www.dgs.ca.gov.
4. Port-issued SBE certifications are generally valid for three (3) years. However, the Port may ask an SBE/VSBE to update its SBE qualifying information at any time. The Port does not issue separate VSBE certifications. VSBE status is designated in a vendor's procurement system account.

Pre-Contract Award Compliance with SBE/VSBE Program Requirements:

1. Prime Consultants responding to this procurement are required to submit an SBE/VSBE Commitment Plan for Professional Services Contracts (POLB Form SBE-2P) with their submittal. The Commitment Plan (CP) shall identify the proposed SBE/VSBE subcontractors, vendors and suppliers, contact information, a description of services that matches their certification(s), and their proposed level of participation at a minimum.
2. The completed CP shall demonstrate the consultant's ability and intent to meet the combined SBE/VSBE participation goal. The ability and intent to meet the combined SBE/VSBE participation goal shall be demonstrated by entering a numerical value in the **percent (%) of total prime contract value** fields on the CP.
3. Firms listed on the CP must be SBE certified in the Port's online procurement system and/or by the DGS by the required submittal due date.

4. The level of SBE/VSBE Commitment will be verified by Port staff and factored into the scoring criteria used during the evaluations of the proposals.

The contract specific SBE/VSBE participation goal for the awarded contract may be revised during contract negotiations. The negotiated consultant contract will specify the type and amount of work to be performed by specific SBE/VSBE firms. If additional SBE/VSBE subconsultants, vendors, or suppliers are added to the selected consultant's team during negotiations, they must also be certified by the DGS or in the Port's online procurement system for their participation to be credited. If the Port and the selected firm are unable to negotiate the established level of SBE/VSBE participation, the Port reserves the right to end negotiations and enter into negotiations with the next highest-ranked consultant.

Post-Contract Award Compliance with SBE/VSBE Program Requirements:

The selected consultant shall report the dollar value of payments to small businesses on a monthly basis and at project close-out. The reporting may be accomplished electronically through the Port's designated system or by submitting a completed SBE/VSBE Monthly Utilization Report for Professional Service Contracts (POLB Form SBE-3P) with every invoice. The Port will instruct the contractor which method to utilize. The reported data will be reviewed for accuracy and completeness. Any SBE/VSBE substitutions will need to be pre-approved by the Port.

Additional information regarding the Port's SBE/VSBE Program may be found on the Port's SBE website at www.polb.com/sbe.

5.2 Insurance Requirements

No material regarding insurance coverage need accompany your submittal; however, firms are advised that consultants selected to enter in this contract will be required to provide and maintain insurance coverage with limits no less than those specified in **Exhibit J**.

Within 45 calendar days of selection, proof of insurance coverage must be provided using the attached insurance endorsement forms or certified copies of the policies which name the City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insured/endorsement holders. Standard ACORD forms will not be accepted in lieu of the attached endorsement forms.

Proposers may be required to undergo a financial review if they have certain self-insured retention, deductible levels, and/or are performing high-risk work, and copies of audited financial statements may be required.

Please note that failure, for whatever reason, to provide the required documentation of insurance coverage within 45 calendar days of selection could disqualify your firm from contract consideration.

5.3 Other Miscellaneous Items

Please note that any attempt to lobby members of the Board of Harbor

Commissioners, Long Beach City Council, or the Port of Long Beach/City of Long Beach staff between the time a solicitation is released until the announcement of contract award may result in disqualification from the selection process. Additionally, any information submitted is subject to the Freedom of Information Act (i.e. Public Records Request).

EXHIBIT A

RFP SELECTION EVALUATION FORM

PROJECT: CLEAN TRUCKS PROGRAM ADMINISTRATION 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 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20.

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

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?		5	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager?		5	
C. Project Approach, Work Plan, and Management	Quality of proposed work plan to meet project requirements? Quality of project management?		4	
D. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		4	
E. Clarity and Comprehensiveness of the Proposal	Is the proposal clear, comprehensive, and understandable?		2	
	Maximum points possible=100		A+B+C+D+E=20	Total Points=

EXHIBIT B

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. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **561110**. 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 \$8 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?_afdf.ctrl-state=bfw1rfro4_4&_afLoop=78220979903629



PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

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

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

Are you currently bidding or participating on a City Project?

☐ NO ☐ YES

If yes, please provide the following information:

Project Name: _____

RAMP ID#: _____

Bid/RFP Number: _____

Due Date: _____



PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

I. GENERAL INFORMATION

HAS YOUR FIRM BEEN CERTIFIED BY ANOTHER CERTIFYING AGENCY? ☐ YES ☐ NO

IF YES, WHICH AGENCY & CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):

HAS FIRM EVER BEEN DENIED CERTIFICATION? ☐ YES ☐ 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: ☐ STARTED NEW BUSINESS ☐ PURCHASED EXISTING BUSINESS ☐ INHERITED BUSINESS

OTHER (EXPLAIN): _____

BUSINESS STRUCTURE: ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ JOINT VENTURE

TYPE OF BUSINESS: ☐ CONSTRUCTION ☐ MANUFACTURING ☐ SERVICE/CONSULTING ☐ WHOLESALE/RETAILER

☐ DISTRIBUTOR/BROKER ☐ CONCESSION ☐ TRUCKER ☐ OTHER _____

IF TYPE OF BUSINESS IS CONSTRUCTION, PROVIDE:

CONTRACTOR'S LICENSE NUMBER:

LICENSE CLASSIFICATION CODE(S) :

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

NUMBER OF
EMPLOYEES:

NUMBER OF: OWNERS _____ OFFICERS _____ DIRECTORS _____

HAS FIRM EVER EXISTED UNDER DIFFERENT OWNERSHIP? ☐ YES ☐ NO

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



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)	



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
POLA 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 E
POLA 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 F- POLA 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 G**FORM
50****EXHIBIT G
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

Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

- (l) **“Public lease or license”**.

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

Prohibited Contributors (Bidders)

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

☐ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes

☐

No

☐

2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes

☐

No

☐

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

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

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

Name

Signature

Title

Date

Schedule A - Bidder's Principals

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

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

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

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

EXHIBIT H

POLA IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

SBE-2P: SBE/VSBE Commitment Plan For Professional Services

Form Instructions:

Prime consultants are required to submit an SBE/VSBE Commitment Plan for Professional Services Contracts. A completed Commitment Plan shall demonstrate the prime consultant's ability and intent to meet the combined SBE/VSBE participation goal by identifying all proposed SBE/VSBE consultants, contact information, a description of services that matches their certification(s), and their proposed level of participation at a minimum.

All sections of the form must be completed legibly in black or dark blue ink, or using the fillable PDF form. A Commitment Plan may be deemed incomplete if required fields with an asterisk* are not completed.

Submission of this form declares that all information provided is true and correct and acknowledges that the prime consultant has read and agrees to all declarations outlined in Section 4 of this form.

Section 1 – Project Information

Enter the project information as it appears in the PlanetBids solicitation.

PROJECT NAME: *	BID DEADLINE:
COMBINED SBE/VSBE GOAL:	

Section 2 – Prime Consultant Information

Enter prime consultant information associated with the PlanetBids vendor account.

PRIME CONSULTANT NAME: *	VENDOR ACCOUNT NUMBER:		
CONTACT NAME:	EMAIL ADDRESS: *	PHONE NUMBER:	
Are you a prime SBE/VSBE*? <input type="checkbox"/> SBE <input type="checkbox"/> VSBE <input type="checkbox"/> None			

***Note: The Port of Long Beach (POLB) does not issue VSBE certifications; VSBE status is a sub classification of the SBE certification and is visible in the SBE account profile.**

SMALL BUSINESS ENTERPRISE PROGRAM

Section 3 – Subcontractor Information

List all SBE/VSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract. Do not list non-SBE/VSBE firms. Lower tier SBE/VSBE subcontractors and vendors/suppliers rendering materials or services to subcontractors must also be listed to receive participation credit (see vendor example in grey row below).

For a firm to be counted toward meeting the SBE/VSBE goals by the required submittal due date for the solicitation, the subcontractor must be SBE certified by POLB and have an active account on POLB's online vendor database Planet Bids (PB) System: www.polb.com/sbe, or they must be certified by the State of California's Department of General Services (DGS): www.dgs.ca.gov.

The prime consultant must verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) in this section. Verification of SBE/VSBE status can be conducted in one of two ways:

1. Locate the SBE/VSBE firm in the PlanetBids System and/or;
2. Contact POLB SBE staff at sbeprogram@polb.com and request verification of SBE/VSBE status.

BUSINESS NAME*	EMAIL ADDRESS*	PB OR DGS VENDOR ID NUMBER*	BRIEF DESCRIPTION OF WORK*	NAICS CODE FOR WORK DESCRIPTION*	% OF TOTAL CONTRACT VALUE*
<i>(Associated with PB/DGS Account)</i>					
<i>Example: ABC Testing</i>	<i>ABCtesting@testing.com</i>	<i>612345</i>	<i>Testing Subcontractor</i>	<i>238220</i>	<i>20.00%</i>
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
Total SBE/VSBE Subcontractor Percentage*:					_____ %

***Attach additional pages if necessary**

SMALL BUSINESS ENTERPRISE PROGRAM

Section 4 – Declarations

1. I hereby declare that I am authorized to submit this Commitment Plan on behalf of the prime consultant submitting a bid for this solicitation.
2. I acknowledge that for a firm to be counted toward meeting the SBE/VSBE goals, the firm must be SBE certified on POLB's online vendor database PB System or by the State of California's Department of General Services (DGS) by the required submittal due date for the solicitation.
3. I acknowledge that it is my responsibility to verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) on the Commitment Plan.
4. I acknowledge that all SBEs/VSBEs must be SBE certified for the materials/services that they will be rendering.
5. I acknowledge that all SBEs/VSBEs must provide materials/services directly applicable to the contract.
6. I acknowledge that if a contract is awarded, DGS subcontractors will need to obtain a POLB SBE certification.
7. I acknowledge that POLB staff will verify the SBE/VSBE status of all businesses and the level of SBE/VSBE commitment will be factored into the scoring criteria used during the evaluations of the proposals.
8. I acknowledge that POLB will resolve any certification discrepancy that arises between POLB's SBE/VSBE certification and the DGS SB/Microbusiness certification using current verifiable data. In the case of a discrepancy that remains unresolved, POLB SBE staff shall make the final determination of certification status.
9. I acknowledge that failure to complete the fields requesting percentage of contract value for the prime consultant and/or subcontractors may result in a determination that the prime consultant did not meet the SBE/VSBE goals for the project.
10. I consent for POLB staff to contact me using the contact information listed under Section 2 of this form, should there be a question or clarification regarding an SBE/VSBE subcontractor listed.

EXHIBIT J
POLB CONSULTANT INSURANCE REQUIREMENTS AND LIABILITY SPECIAL ENDORSEMENT
FORMS

RFP – Clean Truck Program Services: Insurance Requirements

As a condition precedent to the effectiveness of this contract, Consultant shall procure and maintain in full force and effect during the term of this contract the types and levels of insurance described below. The term of insurance coverage shall include maintenance and warranty periods.

The required insurance and the documents provided as evidence thereof shall be in the name of Consultant as indicated on the contract.

Package policies which contain more than a single coverage type and share primary per occurrence and/or aggregate limits are not permitted.

Coverage which requires the City to tender a claim or suit to its own insurer(s), or make its own insurance available is not permitted.

If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below.

Excess or umbrella policies, if used, shall be following form and shall provide coverage that is equal to or broader than the underlying coverage.

The full policy limits and scope of coverage shall apply to the additional insureds required below even if they exceed the minimum insurance requirements specified herein.

At the direction of the Port, the Consultant, its risk manager or insurance professional and the Consultant's insurance broker shall participate in a mandatory conference with the Port's Risk Management Division within fifteen (15) calendar days after the Consultant is notified of conditional award by the Port. The purpose of this mandatory conference will be to discuss the insurance and form requirements contained in the Contract. Failure to participate in this mandatory conference in person or by telephone may result in the Contract being awarded to the next qualified consultant.

Commercial General Liability:

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs shall be in addition to limits.

Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate.

Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors.

The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims.

The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed operations.

Defense costs shall be excess of limits.

The policy must include work performed "by or on behalf" of the Consultant.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Consultant, require the City to tender defense or indemnity to its insurer(s), make its insurance available, or contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City.

Continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this contract.

The policy of insurance shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20

10 and CG 20 37 or their equivalent.

Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Business Automobile Insurance:

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto).

Limit shall be no less than one million dollars (\$1,000,000) combined single limit per accident.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

If Consultant does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days advance notice shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured.

Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Workers' Compensation:

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and

disease.

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days advance notice shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Deductible/Self-Insured Retention:

Any deductible or self-insured retention must be approved in writing by the Executive Director and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

Evidence of Insurance:

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall deliver a Certificate of Insurance and waiver of subrogation ("Evidence of Insurance") as required by this contract to the Executive Director for approval as to sufficiency and to the City Attorney or approval as to form. The Port reserves the right to require that complete, certified copies of policies be submitted.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Executive Director evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

All required insurance documentation shall be correctly submitted and shall be provided to the Executive Director or his or her designee no later than 45 calendar days after the contract has been awarded. If the submitted insurance documentation does not meet the insurance requirements contained herein, and cannot be approved by Risk Management and the City Attorney's office during the same 45-day time period as a result, the contract will be cancelled.

Failure to Maintain Coverage:

Consultant agrees to suspend and cease all operations hereunder during such period of time as the

required insurance coverage is not in effect and evidence of insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

Acceptability of Insurers:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

Contractual Liability:

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

POLB CONSULTANT LIABILITY SPECIAL ENDORSEMENT FORMS

<https://polb.com/business/permits#insurance-endorsement-forms>

EXHIBIT K

POLB TENANT SERVICES AND OPERATIONS DIVISION'S CONTRACT REQUIREMENTS AND POLICIES

Project Authorization and Funding

It is the Port of Long Beach Tenant Services and Operations Division's policy to control project costs through a system of incremental funding. In this system, projects with long durations and substantial budgets will be organized into separate job tasks, each with its own estimated budget and schedule of deliverables. Project or job task funding will be authorized incrementally, as each job task is initiated and deliverable milestones are met. All funding must be approved in writing by the Director of Tenant Services and Operations Division prior to initiation of work. The Port is not liable for contractor costs that were incurred prior to receipt of written authorization.

Invoicing

Tenant Services and Operations Division's contracts and job task awards are of the "not-to-exceed, authorized cost" type; we do not award "lump sum" or "estimated probable cost" contracts. The proposal is an attachment to the contract, and payment for services will be made on the basis of the information contained in the contract. The Tenant Services and Operations Division requires that cost proposals contain the specific information shown in the Summary Rate Sheet included with the consultant's submitted proposal. Invoices must be consistent with the cost proposal in order to ensure that payment for services rendered is made in a timely efficient manner. The City of Long Beach audits invoices meticulously, and will return, unpaid, invoices that do not conform in every respect to the costs, rates, and labor categories specified in the proposal. The Port's Invoice Format (Attachment G-1) must be followed. Failure to submit invoices in the format provided will result in their return, unpaid.

Invoices must identify the contract number and project job task number. Each job task number must be invoiced separately. **Labor categories and rates must exactly match those in the Summary Rate Sheet included in the consultant's proposal.** Documentation of all non-labor expenditures must accompany every invoice. Please note that the Port of Long Beach does not accept per diem expenses, nor does it reimburse for personal expenses (e.g., toiletries). Receipts for lodging, food and incidentals must be submitted with the invoice. Final payment will be withheld pending receipt of the final report and all data, where applicable, in electronic format.

Transportation Reimbursement

Only the lowest regular fare for travel scheduled for the date and time on the ticket will be reimbursed; in practice, this means that airline travel must be in coach class. Only the regular fare for other means of public transportation will be reimbursed. The relative costs and benefits of renting an automobile versus using taxis, airport limousine services, and public transportation must be balanced to provide the Port with the most cost-effective services. Only compact or mid-sized automobiles may be rented (upgrades to full-sized vehicles are permissible if no additional charge is incurred). Parking lots providing reduced rates should be used to the extent that time constraints and personal safety issues permit.

Use of personal and corporate vehicles will be reimbursed on a per-mile basis at the rates specified in the

contract.

Lodging and Meals Reimbursement

Invoices showing per diem meals and lodging expenses are unacceptable. Receipts for meals and lodging must be attached to the invoice. Only moderately-priced establishments providing lodging of reasonable quality may be selected; lodging at deluxe-class establishments will not be reimbursed. Only standard rooms may be selected; premium rooms (i.e., suites, ocean view) must be avoided. As with lodging, moderately-priced restaurants providing meals of reasonable quality should be selected.

PORT OF LONG BEACH INVOICE FORMAT

Date _____

ATTN: Clean Trucks Program
 Port of Long Beach
 4801 Airport Plaza Drive, 7th Floor
 Long Beach, CA 90815

Contract No. HD-_____ Job Task No. _____ Invoice No. _____

Job Task/Project Description: _____

POLB Project Manager: _____

Professional Services from: _____ to _____

LABOR CHARGES

(IT IS NOT NECESSARY TO FURNISH COPIES OF TIME CARDS FOR LABOR CHARGES)

	Labor Category	Loaded Hourly Rate	Number of Hours	Cost
Employee Name	(Principal)			
Employee Name	(Senior)			
Employee Name	(Junior, etc.)			\$ _____
TOTAL LABOR				\$ _____

OTHER DIRECT COSTS

ALL ODCs MUST BE PRESENTED IN THESE CATEGORIES WITH BACK-UP NUMBERED AND LABELED ACCORDINGLY

	COST	MARK-UP	TOTAL
1. Travel			
1A. Airfare			
1B. Lodging			
1C. Meals			
1D. Auto Rental			
1E. Parking			
1F. Mileage			
1G. Gas			
2. Supplies			
3. Subcontractors			
4. Rental Equipment			
5. Telephone, Faxes			
6. CADD			
7. Delivery, Courier, Postage			
8. Photocopies, Reproduction			
9. Other			

TOTAL ODCs **\$**

Fee or profit applied to _____ at _____% **\$**

TOTAL AMOUNT OF THIS INVOICE **\$**

PLEASE NOTE: Complete and detailed back-up (see the following pages for examples) must be submitted for all ODCs. Travel charges, such as airfare, lodging, meals, vehicle rentals, communications, etc., must be invoiced as expended (per diem is unacceptable), with complete backup furnished for each charge. **CHARGES SUBMITTED WITHOUT BACK-UP WILL NOT BE PAID.**

SAMPLE INVOICE

YOUR COMPANY'S NAME
ADDRESS
CITY, STATE 90815
TEL & FAX NUMBER
PROJECT MANAGER'S NAME

Date

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, CA 90815

Contract No. HD-_____ Job Task No. _____ Invoice No. _____

Job Task/Project Description	

POLB Project Manager: _____

Professional Services from: _____ to _____

<u>LABOR CHARGE</u>	<u>CATEGORY</u>	<u>LOADED RATE</u>	<u># OF HOURS</u>	<u>TOTAL</u>
Employee Name	Principal	95.00	10	\$ 950.00
Employee Name	Senior	80.00	5	400.00
Employee Name	Junior, etc.	30.00	5	150.00
TOTAL LABOR				\$ 1,500.00

ODCs	<u>COST</u>	<u>MARK-UP</u>	<u>TOTAL</u>
1. Travel			
1A. Airfare	180.00		180.00
1B. Lodging	174.66		174.66
1C. Meals	107.08		107.08
1D. Auto Rental	63.80		63.80
1E. Parking	27.00		27.00
1F. Mileage	9.10		9.10
1G. Gas	-		-
2. Supplies	-		-
3. Subcontractors	274.50	10%	301.95
4. Rental Equipment	7.00	10%	7.70
5. Telephone, FAX	-		-
6. CADD	-		-
7. Delivery, Courier, Postage	5.75	10%	6.33
8. Photocopies, Reproduction	212.57	10%	233.83
9. Other	-		-

TOTAL ODCs	\$	1,111.44
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Fee or profit applied to <u>gross labor</u> at <u>3%</u>	\$	45.00
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TOTAL AMOUNT OF THIS INVOICE	\$	2,656.44
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URGENT ITINERARY AND RECEIPT FOR:

THIS DOCUMENT IS FOR REFERENCE ONLY

- Your airline ticket is electronic, stored in our computer system
- As with all airline tickets, your electronic ticket is not transferable
- Bring the CREDIT CARD used for purchase and a PHOTO ID to check-in
- If your travel plans change call Shuttle by United at 1-800-SHUTTLE

Thank you for choosing Shuttle by United.

RECEIPT - RESERVATION NUMBER: ISSUED: 13 FEB 98 DTW 7870104
 PARTY OF 11 TICKET NO. BASE TAX TAX TOTAL
 157.80 USD 14.20 US 8.88 XT 180.88 USD
 MILEAGE PLUS NO. PREMIER EXECUTIVE***
 PER PASSENGER -
 FARE DETAILS: FARE BASIS BSHUTLE SIT1 FC 23FEB OAK UA LAX 78.90 UA OAK 78.90 USD 157.80
 END ZPOAKILAXI XT 2.00ZP 6.00XFOAK3LAX3

ITINERARY

SHUTTLE BY UNITED 2149 NONSTOP - ECONOMY/CONFIRMED MP MILES 337
 DEPART: MON 23 FEB 6:20A OAKLAND EQUIP: 737
 ARRIVE: MON 23 FEB 7:35A LOS ANGELES
 BAGGAGE ALLOWANCE: 2PC AUDIO
 SHUTTLE BY UNITED 2214 NONSTOP - ECONOMY/CONFIRMED MP MILES 337
 DEPART: MON 23 FEB 5:15P LOS ANGELES EQUIP: 737
 ARRIVE: MON 23 FEB 6:31P OAKLAND
 BAGGAGE ALLOWANCE: 2PC AUDIO

BOSTON LOGAN INT'L AIRPORT

*** Parking Receipt Thank You ***

Entrance: 06:28 07/01/98 Lane # 66
 Exit : 07:02 07/02/98 Lane # 76

License plate MA 8M111

Cashier: 182 Ser. # 8504

Length of stay 0:00:00h. 34m.

Amount paid \$ 27.00 Cash

(IE) Parking

Shuttle
BY UNITED

LOS ANGELES INT'L A/P RENTAL RETURN

COMPLETED BY: 3108
 RENTED: LOS ANGELES INT'L A/P
 RENTAL: 02/23/98 09:05
 RETURN: 02/23/98 14:26
 MILES IN: 03194 OUT: 03153
 MILES DRIVEN: 41
 PLAN IN/OUT: MCLD /MCLD
 CLS: C

1 DAYS 51.99 51.99
 FL & SVC MI 8 1.50 6.15
 TAXABLE TOTAL 58.14
 TAX 08250 8.88
 VEH LIC FEE 0.86
 NET DUE 63.80
 PAID BY: VISA
 CREDIT CARD #:

auto rental Thank you for renting from **Hertz** (ID)

**** LEUCADIA PIZZERIA ****
Phone no. 942-2222

Date 09/16/98 Time 12:16 PM
TICKET # 28 (10)
*** DELIVERY ***
SERVER : Brooks C.

16" 12.43
PEPPERONI

16" 16.87
PEPPERONI
SAUSAGE
BELL PEPPER
MUSHROOMS

16" 13.91
PINEAPPLES
CANADIAN-B

COKE CAN 3.70
SODA-6 PAK

D. COKE CAN 3.70
SODA-6 PAK

*** BRING PLATES - NA
PKINS - FORKS ***

*** ++ TAKE CREDIT C
ARD SLIP ON DELIVERY
++ ***

*

Subtotal 50.61
TAX 3.92
Delivery 1.00
Total 55.53

(10) meals

HARRY'S COFFEE SHOP
7545 GIRARD AVENUE
LA JOLLA, CA 92037
(619) 454-7381

** CREDIT CARD RECEIPT **

DU MOORE
MERCHANT : 584199582888 000
BATCH # : 024 REF# : 012
DATE : 09/17/98 08:52
ACCT NO. :
TYPE :
AUTH NO. : 786682
SERVER : 0009

SALE \$ 26.67

TIP 4.00

TOTAL 30.67

X

SIGNATURE

** YELLOW COPY FOR CUSTOMER **

(10) meals

meals 10
55.53
30.67
20.88
102.08

BILLABY IN-HOUSE RENTAL EQUIPMENT

EMPLOYEE NAME

EMPLOYEE #

PROJECT NUMBER (One Trip/Project Per Form) (Company's Use Only)

DATE FACILITY/SITE VISITED

PURPOSE OF TRIP

3/23/98 PORT OF LONG BEACH

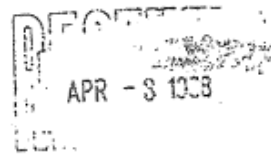
WATER SAMPLE DRUMS

TOTAL UNIT COSTS TOTAL

DESCRIPTION	UNITS	CA/AZ	COSTS	TASK	COMMENTS
148 - HAND AUGER		\$24/day			
149 - PID		\$80/\$70/day			
150 - HAND TOOLS		\$10/day			
156 - DISPOSABLE BAILERS		\$7/each			
172 - BRASS SAMPLE TUBES		\$6/each			
170 - DECON KIT		\$10/each			
150 - DO METER		\$25/day			
172 - DRUM HARNESS		\$10/day			
189 - SAMPLE KITS		\$10/day			
150 - PURGE PUMP		\$75/day			
150 - WHALE PUMP		\$50/day			
150 - 2" SUBMERSIBLE PUMP		\$125/\$100/day			
157 - TRUCK RENTAL		\$65/day			
1 - TRUCK MILEAGE	24p	\$35/\$44/mile	9.10		
90 - GENERATOR		\$50/day			
50 - WATER LEVEL INDICATOR		\$20/day			
70 - AIR PURIFYING RESPIRATOR		\$20/day			
50 - pH METER		\$35/day			
50 - INTERFACE PROBE		\$70/day			
OTHER					
OTHER					
TOTAL COSTS			9.10		

Explanations (show line item, date, and details, if applicable)

INVOICE



Date : 03/31/98
 Invoice Number :
 Page 1 of 1

Report Sent To :
 Project Name/No. :

Calscience Work Order No :
 Terms : Net 30

Matrix	Test	TAT	Quantity	Unit Cost	Subtotal 1	Rush Charge	Subtotal 2
Water	EPA 6010A CAC, Title 22 Metals	5	1	\$140.00	\$140.00	\$0.00	\$140.00
Water	EPA 8260A Volatile Organics	5	1	\$150.00	\$150.00	\$0.00	\$150.00
Water	Total Digestion	5	1	\$15.00	\$15.00	\$0.00	\$15.00
<u>Additional Items</u>							<u>Price</u>
Discount (10%)							-\$30.50
Additional Items Subtotal :							-\$30.50
Tests Subtotal :							\$305.00
Total :							\$274.50

Amounts not paid within terms are subject to a 1.5% per month service charge.

PLEASE REMIT TO:

(3) Subcontract

POLB SUBMITTAL FORM

COMPANY NAME:	
DATES RATES ARE EFFECTIVE:	

69

EXHIBIT M
EXAMPLE CONSULTING CONTRACT

**CONTRACT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LONG BEACH AND**

**NAME
STREET AND P.O. BOX ADDRESS
CITY, STATE, ZIP
TELEPHONE NO.
FAX NO.**

THIS CONTRACT is made and entered into, in duplicate, as of the date executed by the Executive Director of the Long Beach Harbor Department ("Executive Director"), by and between the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners ("City"), pursuant to authority granted by said Board [by its Ordinance No. HD-2159] [at its meeting of _____, 20__; and [_____] a [_____] corporation ("Consultant").

1. This contract is made with reference to the following facts and objectives:

1.1 City[, from time to time,] has the need for _____.

1.2 Consultant represents that it has in its employ [licensed and] experienced personnel who are qualified to render these services.

1.3 City wishes to employ Consultant upon the following terms and conditions to render such services as City shall [from time to time] request.

2. Consultant shall provide, in accordance with generally accepted professional and technical standards currently in effect, such services [within the scope of work] as may be requested in writing [from time to time during the term of this contract] by City's Managing Director of Commercial Operations Bureau. [The anticipated scope of work is set forth in the [_____] dated [_____] attached hereto as Exhibit A and incorporated by this reference.]

3. The term of this contract shall [be deemed to have] commenced] on [_____] and, subject to the provisions of paragraph [____], shall terminate on

1 [_____].

2 4. In requesting the services of Consultant, the Managing Director of
3 Commercial Operations Bureau shall identify the project for which such services are
4 requested and shall establish the maximum amount to be charged by Consultant on such
5 project, the time limit within which Consultant is to complete the work, and the charge point
6 to be used by Consultant in billing City. Consultant's charges on any project shall not
7 exceed the maximum amount so established without the express written approval of the
8 Managing Director of Commercial Operations Bureau.

9 5. Charges made by Consultant for such services shall be based on
10 Consultant's "[_____]," attached hereto as Exhibit [] and
11 incorporated by this reference.

12 6. Consultant shall submit a separate statement not later than the tenth
13 day of each month for [each project upon which] services [which] have been performed
14 during the immediately preceding month, referring in each of the statements to the charge
15 point for such project previously furnished by the Managing Director of Commercial
16 Operations Bureau and detailing the services performed and expenses, if any, incurred.
17 All payments to Consultant shall be made by City in due course, not to exceed thirty (30)
18 days, after approval of invoice by the Managing Director of Commercial Operations Bureau.

19 7. [Subject to the provisions of subparagraph 7.1,] T[t]he total amount
20 which shall be payable by City to Consultant for Consultant's services[on all projects]
21 during the term of this contract shall not exceed \$_____.

22 [7.1 If, during the course of the described services, additional work
23 beyond the scope of services described in Exhibit A is, in the opinion of the
24 Managing Director of Commercial Operations Bureau, required or desired, the
25 Managing Director of Commercial Operations Bureau may authorize such additional
26 work by Consultant; provided the Managing Director of Commercial Operations
27 Bureau first receives written confirmation from the Harbor Department Risk Manager
28 that no insurance is necessary for the additional work other than the insurance

required by paragraph _____ of this contract, and provided further, total compensation to be paid hereunder, including compensation for such additional services, shall not exceed \$_____.]

8. All designs, sketches, drawings, specifications, data and other information, in whatever form or medium, compiled or prepared by Consultant in performing its services or furnished to Consultant by City ("contract information") shall be the property of City and City shall have the unrestricted right to use or disseminate same without payment of further compensation to Consultant[, provided that any future use of such material or work product by City for other than the specific purpose intended by this contract shall be at City's sole risk and without liability to Consultant]. Copies of Consultant's work product may be retained by Consultant for its own records.

9. All books, accounts, reports, files, correspondence, data, contract information and other records relating to this contract shall be maintained by the Consultant and its subconsultants during the term of this contract and for a period of five years after termination or expiration of this contract and shall be subject at all reasonable times to review, inspection, and audit by the City. Such records shall be produced by the Consultant and/or the subconsultant within a reasonable time at a place designated by the City, upon written notice to the Consultant. Consultant shall allow, and shall require subconsultants to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hour notice to Consultant, full access to inspect and copy all the above books and records at a location within the Southern California area.

10. City shall have the right to terminate this contract at any time upon ten (10) days' written notice to Consultant. If the contract is so terminated prior to the expiration of the term, Consultant shall be paid for those charges which have accrued but not been paid through the effective date of termination. Consultant agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of City to Consultant.

11. Neither City nor any of its employees shall have any control over the

1 conduct of Consultant, or employees of Consultant, except as herein set forth, and
2 Consultant and employees of Consultant shall not, at any time or in any manner, represent
3 that Consultant or employees of Consultant, or any of them, are the officers, agents, or
4 employees of City. It is expressly understood and agreed that Consultant is, and shall at
5 all times remain, as to City a wholly independent contractor, and each party's obligations
6 to the other party are solely such as are set forth in this contract. Consultant shall be free
7 to contract for similar services to be performed for others during this contract. [Consultant
8 acknowledges and agrees that: (i) City will not withhold taxes of any kind from Consultant's
9 compensation; (ii) City will not secure workers' compensation or pay unemployment
10 insurance to, for or on Consultant's behalf; and (iii) City will not provide and Consultant is
11 not entitled to any of the usual and customary rights, benefits or privileges of City
12 employees.]

13 12. Consultant agrees, subject to applicable laws, rules, and regulations,
14 not to discriminate in the performance of this contract against any employee or applicant
15 for employment on the basis of race, color, national origin, religion, sex, sexual orientation,
16 gender identity, AIDS, HIV status, age, disability, handicap, or veteran status. Consultant
17 shall ensure that applicants are employed and that employees are treated during
18 employment without regard to any of these bases, including but not limited to employment,
19 upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination,
20 rates of pay or other forms of compensation, and selection for training, including
21 apprenticeship. Consultant agrees to post in conspicuous places available to employees
22 and applicants for employment notices to be provided by City setting out the provisions of
23 this nondiscrimination clause. Consultant shall in all solicitations or advertisements for
24 employees state that all qualified applicants will receive consideration for employment
25 without regard to these bases. Compliance with the Americans with Disabilities Act of 1990
26 shall be the sole responsibility of Consultant, and Consultant shall defend and hold the City
27 harmless from any expense or liability arising from Consultant's non-compliance therewith.

28 13. Any notices to be given under this contract shall be given in writing.

Such notices may be served by personal delivery, facsimile transmission or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall be effective two (2) calendar days after the date of mailing of the same, and when served by facsimile transmission or personal delivery shall be effective upon receipt. For the purposes hereof, the address of City, and the proper person to receive any such notices on its behalf, is: Executive Director, Long Beach Harbor Department, P.O. Box 570, Long Beach, California 90801; and the address of Consultant as indicated above.

14. This contract contemplates the personal services of Consultant and its employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this contract was, and is, the professional reputation and competence of Consultant and its [employees] [key employee _____]. Neither this contract nor any interest therein may be assigned or delegated by Consultant, except upon the prior written consent of the Executive Director. Any attempted assignment or delegation without such consent shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Furthermore, Consultant shall not subcontract any part of the performance contemplated and provided hereunder, except as specified in this contract, in an amendment hereto, or with the prior written consent of the Executive Director. Before granting any such consent, the Managing Director of Commercial Operations Bureau shall obtain the concurrence of the Directors of Finance and Risk Management to the proposed subcontractor. Nothing herein shall prevent Consultant from employing or hiring as many employees as Consultant may deem necessary for the proper and efficient execution of this contract.

15. Consultant covenants that both itself, in its corporate capacity, and its principals presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

16. (a) Consultant shall indemnify, protect and hold harmless City, the Board of Harbor Commissioners, and their officials, employees and agents

1 (“Indemnified Parties”), from and against any and all liability, claims, demands,
2 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,
3 penalties, costs and expenses, including attorneys’ fees, court costs, expert and
4 witness fees, and other costs and fees of litigation, arising or alleged to have arisen,
5 in whole or in part, out of or in connection with (1) Consultant’s breach or failure to
6 comply with any of its obligations contained in this contract, or (2) negligent or willful
7 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
8 employees, agents, subcontractors, or anyone under Consultant’s control, in the
9 performance of work or services under this contract (collectively “Claims” or
10 individually “Claim”).

11 (b) In addition to Consultant’s duty to indemnify, Consultant shall
12 have a separate and wholly independent duty to defend Indemnified Parties at
13 Consultant’s expense by legal counsel approved by City, from and against all
14 Claims, and shall continue this defense until the Claims are resolved, whether by
15 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
16 breach, or the like on the part of Consultant shall be required for the duty to defend
17 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
18 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
19 in the defense.

20 (c) If a court of competent jurisdiction determines that a Claim was
21 caused by the sole negligence or willful misconduct of Indemnified Parties,
22 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the
23 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
24 percentage of willful misconduct attributed by the court to the Indemnified Parties.

25 [(d) To the extent this contract is a professional service contract for
26 work or services performed by a design professional, such as an architect,
27 landscape architect, professional engineer or professional land surveyor, subject to
28 California Civil Code Section 2782.8, the provisions of this Section regarding

1 Consultant's duty to defend and indemnify shall be limited to apply only to Claims
2 that arise out of, pertain to, or relate to the negligence, recklessness, or willful
3 misconduct of the Consultant.] [INCLUDE ONLY IN CONTRACTS INVOLVING
4 DESIGN SERVICES]

5 (e) The provisions of this paragraph shall survive the expiration or
6 termination of this contract.

7 17. As a condition precedent to the effectiveness of the contract, the
8 Consultant shall comply with the insurance requirements attached hereto as Exhibit [____].

9 18. Consultant shall obtain and maintain any necessary licenses and
10 permits required under Title 3 and Title 5 of the Long Beach Municipal Code. City may
11 withhold any payment to Consultant until Consultant comes into compliance with such
12 licensing and permitting requirements.

13 [19. This contract shall be deemed made in the State of California and shall
14 be governed by the laws of the State (except those provisions of California law dealing with
15 conflicts of law), both as to interpretation and performance.]

16 [20. It shall be mandatory for the Consultant to pay not less than the said
17 prevailing rate of wages to all workers employed by the Consultant in the execution of this
18 contract. The Consultant expressly agrees to comply with the penalty provisions of
19 California Labor Code section 1775 and the payroll record keeping requirements of
20 California Labor Code section 1771.]

21 21. VACCINE MANDATE AND REQUIREMENTS TO MITIGATE THE
22 SPREAD OF COVID-19. Consultant shall be considered a "Contractor" for purposes of
23 this provision. Contractor and all Subcontractors shall comply with all applicable Federal,
24 State, and City statutes, regulations, orders, ordinances and policies relating to mitigating
25 the transmission of COVID-19. These requirements specifically include, without limitation,
26 compliance with: (1) the COVID-19 Prevention Emergency Temporary Standards, as
27 modified, amended, or superseded from time to time by Cal/OSHA; and (2) the City's
28 COVID-19 Prevention Program ("CPP"), as may be modified, amended, or superseded

from time to time by the City, which includes the requirement that all Contractor Workers be either Fully Vaccinated or Exempt Workers who have taken and received a negative COVID-19 Test result within seven days prior to being on-site and performing applicable work, as described below, at Harbor Department facilities. (See the CPP, attached hereto as Exhibit D, and incorporated herein by this reference.) "Contractor Workers" includes all of Contractor's employees, agents and Subcontractors and all employees of Contractor's agents and Subcontractors, who perform the following for a cumulative 15 minutes or more per 24-hour day: (1) interact in-person with City employees; or (2) work inside Harbor Department facilities. An "Exempt Worker" is defined as a Contractor Worker who performs applicable work, as described above, who is exempt from the requirement to be Fully Vaccinated based on a qualifying medical reason or strongly held religious belief in accordance with state and federal law, as set forth in the City's CPP. Notwithstanding any provision in the CPP, only Fully Vaccinated Contractor Workers, without any exceptions or exemptions, may attend or provide services at business and community events and in-person conferences, regardless of the venue. This is consistent with the City's policy requiring proof of vaccination by non-employees in order to participate in business and community events and in-person conferences. (See Exhibit D, Section 8.8.) Contractor is solely responsible for all costs associated with compliance with this provision.

22. In the event of any conflict or ambiguity between this written agreement and any exhibit hereto, the provisions of this agreement shall govern.

23. This contract shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this contract.

24. This contract, including all exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

25. This contract may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one agreement. The words "execution," "signed," "signature," and words of like import in this

1 contract shall include images of manually executed signatures transmitted by facsimile or
2 other electronic format (including, without limitation, "pdf," "tif" or "jpg") and other electronic
3 signatures (including, without limitation, DocuSign). The use of electronic signatures
4 herein, or in any amendments to this contract, and any electronic records related to this
5 contract (including, without limitation, any contract or other record created, generated, sent,
6 communicated, received, or stored by electronic means), shall be of the same legal effect,
7 validity and enforceability as a manually executed signature or use of a paper-based
8 record-keeping system to the fullest extent permitted by applicable law, including the
9 Federal Electronic Signatures in Global and National Commerce Act, the California Uniform
10 Electronic Transaction Act, the New York State Electronic Signatures and Records Act and
11 any other applicable law, including, without limitation, any state law based on the Uniform

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Electronic Transactions Act or the Uniform Commercial Code. Each party hereto hereby agrees that such electronically signed and/or electronically transmitted signatures shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this contract.

[_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSULTANT

CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

By: _____
Mario Cordero
Executive Director
Long Beach Harbor Department

CITY

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

By: _____
Principal Deputy/Deputy

CMG:WRB:SNL:TYO:DST [date] # (A11-00168 rev 10/12/22)
S:\HARBOR\CURRENT\COMMERCIAL OPERATIONS BUREAU\CONSULT_101222.docx

EXHIBIT N



CONTRACTOR CERTIFICATION FORM

Purpose & Instructions: The purpose of this form is to ensure that all proposers are aware of POLB's Insurance Requirements, Contract Terms and Conditions, and other general terms of conducting business with POLB. Please initial and date all statements that you agree with. A person who is authorized to bind your organization to the terms of this proposal must sign and date in the space provided below including the individual's name and title. ***This form is to be submitted along with your proposal.***

Project Name: _____

Company Name

Main Telephone Number

Street Address

City, State, Zip Code

Insurance Requirements

I understand the insurance requirements for the proposed scope of work. I have discussed the insurance requirements with my insurance carrier and my company will be able to obtain the required insurance if awarded a contract.

Contract Terms and Conditions

I have read the POLB contract template provided and agree to all standard terms and conditions.

I have read the POLB contract template provided and agree to the standard terms and conditions with the exception of what is noted in the space below. Note: Exceptions to the POLB's indemnification language and insurance requirements will not be considered.

Explain:

General

I understand the following additional conditions:

- Any information submitted is subject to the Freedom of Information Act (i.e. Public Records Request).
- There is no known conflict of interest that would impair the objectivity of either the firm or POLB staff in carrying out the subject scope of work.
- Any attempt to lobby members of the BHC, City Council, or POLB/COLB staff between the time a solicitation is released until the announcement of contract award, may result in disqualification from the selection process.
- The proposer must be in compliance with the registration requirements of the California Secretary of State and if awarded a contract, be able to obtain a City of Long Beach business license.

My signature below certifies that the statements initialed above are true and correct and I agree that our submitted proposal shall remain valid for the period of time stated in the RFP / RSOQ / RFQ. Furthermore, I understand that POLB is not bound to accept the lowest bid or award a contract for professional service contracts.

Signature

Print Name

Title

Telephone Number

Email Address