

# **Information Technology Division**

## **Supplemental Maintenance and Support Services for Port Police Technology Systems**

### **REQUEST FOR PROPOSALS**



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August 26, 2025

RAMP ID # 224491

August 26, 2025

Prospective Consultants:

**SUBJECT: REQUEST FOR PROPOSALS FOR SUPPLEMENTAL MAINTENANCE AND SUPPORT SERVICES FOR PORT POLICE TECHNOLOGY SYSTEMS**

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide the aforementioned services. These services shall commence after an agreement is approved by the Board of Harbor Commissioners.

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

The schedule for this RFP will be as follows:

Request for Proposals Published	Tuesday, August 26, 2025
Virtual Pre-Proposal Meeting	Monday, September 8, 2025 11:00 a.m. to 12:00 p.m.
Questions Due	Monday, September 22, 2025 by 3:00 p.m.
Responses Posted	Wednesday, October 8, 2025
<b>Proposals Due</b>	<b>Tuesday, October 21, 2025 by 3:00 p.m.</b>

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

For questions regarding this RFP, please contact me by email at [fansley@portla.org](mailto:fansley@portla.org). Questions must be submitted by 3:00 p.m. on September 22, 2025. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP, ID# 224491), at [www.rampla.org](http://www.rampla.org), on October 8, 2025. It is the responsibility of all proposers to review both websites for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

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

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

Sincerely,



FELICIA ANSLEY  
Assistant Director, Contracts and Purchasing Division

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

Attachment 1 – Cost Proposal Form

# 1. INTRODUCTION

## 1.1 Brief Overview of the Project

The Information Technology Division (ITD) of the Harbor Department is soliciting proposals from qualified proposers to provide supplemental maintenance and support services for Port Police technology systems.

The selected consultant (the Consultant) will provide staff for 24x7 support, monitoring, and maintenance services, including repairs, upgrades, equipment refresh, installation, moves, adds, and changes to existing Port Police technology systems. The Consultant and any applicable subcontractors will also provide as-needed supporting personnel, ad hoc professional services, parts, and equipment.

The duration of the agreement awarded as a result of this RFP is expected to be three years from the date of execution. Although the scope of work includes tasks to support the Port Police Division, the agreement with the Consultant will be managed under the Information Technology Division.

The budget for this project will not be disclosed at this time. Proposers should provide their best pricing based on the project requirements.

## 1.2 The Port of Los Angeles

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

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

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

## 2. PROJECT DESCRIPTION

### 2.1 Project Background and Objectives

At the core of port security is the Los Angeles Port Police force, a specialized law enforcement agency that operates 24 hours a day, seven days a week to protect the Port from threats whether by land, sea, air or cyberspace. Comprised of more than 300 sworn officers and civilian personnel, Port Police's jurisdiction spans 7,500 acres along 43 miles of waterfront. The effectiveness of the operations of the Port Police relies heavily on the reliability of their communications systems.

The Consultant and their staff will work under the direction of ITD at the Port of Los Angeles (POLA). Tasks assigned under this agreement will support the Port Police Division, and all directives will be issued by ITD's Chief Information Officer (CIO) or a designee.

### 2.2 Project Scope of Work

#### 2.2.1 System Description and Consultant's Responsibilities

The Port Police Division utilizes highly specialized and proprietary third-party solutions including those listed in the table below. Due to staffing shortages, the Information Technology Division (ITD) is seeking highly qualified Consultants who have knowledge of and experience with the specialized police communications systems referenced below.

The Consultant will serve as the first line of support for users and act as a liaison to solution providers. This includes troubleshooting issues, creating trouble tickets with the respective solution provider and tracking problems until a fix is implemented. The Consultant will serve as the systems administrator for the third-party solutions including managing user accounts and providing data backups when required.

The following Port Police solutions and networks are implemented and operational, including but not limited to:

	<b>Communication Systems and Network</b>	<b>Manufacturer/Developer</b>	<b>Existing Contract?</b>
2.2.1.1	Port Police 700 MHz Trunked and UHF Conventional Land Mobile Radio (LMR) System, and associated IP and Microwave Network	Motorola	Yes - Motorola
2.2.1.2	Computer-Aided Dispatch (CAD) and Subsystems	Motorola	Yes - Motorola
	Records Management System	Motorola	Yes - Motorola

	(CAD/RMS), including Crime Analysis and Crime Mapping		
	Mobile Data	Motorola	Yes - Motorola
2.2.1.3	Citizens Online Reporting System	COPLOGIC (pending)	Yes - LexisNexis Risk Solutions
2.2.1.4	Secured Port Police Network	Internal	No - To be managed by the Consultant
2.2.1.5	9-1-1 Public Safety Answering Point Solution	AT&T	Yes - AT&T
2.2.1.6	Automated License Plate Reader (ALPR) System	Motorola, Flock (pending) and Axon (Pending)	Yes - Axon
2.2.1.7	Voice Logging Recorders	Nice and Exacom	Yes - Motorola
2.2.1.8	Enhanced Geographic Information System (GIS) Vehicle Locator	Motorola & Geospatial Technologies	Yes -Geospatial Technologies
2.2.1.9	Mobile Audio Video System	Axon	Yes - Axon
2.2.1.10	Range Management System	Armorer Link	Yes - Armorer Link
2.2.1.11	Mobile Device Management	Jamf	No - To be managed by the Consultant
2.2.1.12	Mobile VPN	Netmotion	No - To be managed by the Consultant
2.2.1.13	Digital Evidence Storage	Axon	Yes - Axon
2.2.1.14	Converged Security Information Management	Vidsys	Yes - Motorola
2.2.1.15	County of Los Angeles Law Enforcement Solutions	Los Angeles County Sheriff's Department	Yes - Managed by External Agencies
2.2.1.16	Windows Applications	Microsoft	Yes - Insight
2.2.1.17	Cyber Security Solution for the LMR & CAD/RMS/Mobile Systems	Motorola	Yes - Motorola

**2.2.1.1 Port Police 700 MHz Trunked and UHF Conventional Land Mobile Radio (LMR) System, and Associated IP and Microwave Network**

Radio System

The trunked radio system is an eight channel P-25 Phase 2, five site simulcast radio system. It has 32 talk groups and supports both voice and data. Radio sites are interconnected with microwave, POLA fiber and/or dedicated AT&T circuits. The data portion supports short messaging and GPS locations. The conventional radio system is a 1 UHF channel utilizing the P-25 Phase 1 Standard that is being expanded with 4 additional frequencies. This system is a seven-site simulcast system. Both systems are controlled by one Motorola Astro P-25 M-Core at a common master site and one back up core site.

The system also includes a Nokia 9500 Microwave Packet Radio network consisting of eight sites located throughout the City of Los Angeles. There is a seven-hop system with a mix of 6 GHz and 11 GHz. Some sites employ diverse receivers and hot standby transceivers. The microwave system is also covered under the Motorola support and maintenance agreement.

### Radio Consoles

There are 9 dedicated land mobile radio consoles in dispatch, mobile command post, threat detection center and a back up threat detection center. The consoles are covered under a Security Update Service (SUS) inclusive of Windows operating system updates, malware definitions and software patches by Motorola on a monthly basis. There is also a supplemental support agreement from Motorola for Remote Security Update Services (RSUS) as needed and minimally on a biannual basis.

### Land Mobile Radio System Support

There is an existing comprehensive support and maintenance agreement with Motorola, for the LMR system, including an on-site technician, who is responsible for preventative maintenance and first line of support. This technician will be managed by the Consultant.

The systems, along with their respective networks, are covered under an existing maintenance contract with Motorola as the primary contractor. The following obligations are expected under this agreement, including but not limited to:

1. Assisting with the execution of preventive maintenance (PM) for the subscriber radios.
2. Removing and installing radios and accessories in vessels and vehicles (boats, motorcycles, and others).
3. Providing support for radios installed in vessels and vehicles, such as visual inspections, voltage testing, antenna checking, continuity testing, console lamp replacements, and other related tasks.

## **2.2.1.2 Computer-Aided Dispatch and Subsystems**

### Computer-Aided Dispatching (CAD)

The Port Police CAD system is a Motorola PremierOne solution. Port Police is a tenant on the Los Angeles Police Department CAD system in its own database instance. There are six dedicated CAD consoles for exclusive use by Port Police Dispatchers. The CAD system is integrated with the Motorola Records Management System, Motorola Land Mobile Radio system, 9-1-1 system and Los Angeles County Sheriff's Department Justice Data Interface Controller (message switch).

### Records Management System (CAD/RMS)

The Records Management System (RMS) is a Motorola PremierOne solution. Port Police is a tenant on the Los Angeles Police Department RMS in its own database instance. The RMS is a law enforcement database subject to compliance with the Criminal Justice Information Services (CJIS) security policy and used for initiating, processing, storing and leveraging police records for criminal investigations, crime reporting and statistical analysis. The RMS has many components including electronic field reporting, IOS applications for field interviews, citation and National Incident-based reporting system requirements. The RMS is integrated with the CAD system.

#### Crime Analysis and Crime Mapping (CA/CM)

The Crime Analysis and Crime Mapping tools are integrated with CAD and RMS to support situational analysis by compiling and correlating historical data. A visualization component displays incidents – such as robberies or gang activities – on a local map to support informed decision-making.

#### Mobile Data Computer (MDC)

The MDC system extends CAD capabilities into the mobile environment. Officers can receive written messages, images, and access the Department of Justice databases remotely.

#### Mobile Data System (MDS)

The Mobile Data System extends CAD and RMS capabilities into the mobile environment. Officers can receive written messages, images, and access applications from CAD, RMS and State and Federal law enforcement databases remotely. They can also write and submit reports from the field.

The CAD, RMS and Mobile solutions are supported and maintained by a comprehensive agreement with Motorola. The Consultant is expected to manage user logins and passwords, system access permissions, initial user support and liaison with Motorola for troubleshooting reported issues.

#### Mobile Data Network

The Mobile Data Network accesses a virtual private network through dedicated mobile modems and/or SIM cards from AT&T FirstNet cellular network that are encrypted and compliant with the CJIS security policy. AT&T manages the cellular network, and the Consultant will be responsible for the mobile data management tool, Port Police virtual private network, user ID's, logins and password for system access. Police vehicles, motorcycles and boats access the network with mobile data computers through mobile modems.

#### **2.2.1.3 Citizens Online Reporting System (CORS)**

The CORS solution is integrated with the Motorola PremierOne RMS and facilitates online reporting of crimes, traffic collisions and other reports as directed by Department Policy.

There will be a service agreement from the manufacturer. The Consultant will be expected to be the first line of support with Port Police and liaison with the manufacturer and Motorola for troubleshooting reported issues with the solution.

#### **2.2.1.4 Secured Port Police Network**

The Secured Port Police Network (also known as the Computer-Aided Dispatch (CAD) Network), connects all dispatch consoles, databases, servers, and other CAD modules, such as Crime Analysis/Crime Mapping and Records Management Systems. It allows for seamless integration and data sharing between all entities. The Mobile Data Computer Network wirelessly connects the Mobile Data Computer to the CAD system. It allows for data, such as messages, images, and reports, to be transmitted seamlessly to the CAD system. This network complies with the CJIS security policy and has restricted access for law enforcement purposes.

The Consultant will be responsible for maintaining this network, user logins and passwords, resolving user trouble tickets, CJIS compliance, liaison with third-party support for Waterside Security network and liaison with the ITD.

#### **2.2.1.5 Public Safety Answering Point (PSAP) Phone System and Network**

The 911 Phone Network comprises telephone lines, computer systems, and databases to route citizen calls to the Port Police Dispatch Center. The network is fully managed by AT&T.

The following obligations are expected under this agreement, including but not limited to:

1. Provide first line of support to users.
2. Act as liaison between users and ATT support for troubleshooting reported issues.

#### **2.2.1.6 Automatic License Plate Reader (ALPR) System**

The ALPR is a Motorola system installed in fixed locations throughout the greater Harbor District, police vehicles and mobile trailers. The solution includes multiple cameras at fixed locations and mounted on police vehicle roofs with a control unit inside the vehicle and portable trailer that interfaces with other onboard systems. License plate data, including “hot list” information, is downloaded wirelessly when the vehicle is parked in the garage.

The ALPR system and devices are covered by a comprehensive warranty and services agreement with Motorola.

The following obligations are expected under this agreement, including but not limited to:

1. Perform system checks to ensure proper functionality.
2. Inspect, troubleshoot, and replace corroded electrical or data connections.
3. Inspect installation for any loose assemblies, including cable connectors, bolts, or similar components.
4. Replace malfunctioning units with spare parts as needed.
5. Install and configure software as required.
6. Assist Motorola technicians with the installation of system upgrades and software patches.

### **2.2.1.7 Voice Logging Recorders**

Voice Logging Recorders capture both radio transmissions and designated phone lines. The monitoring screens are located in the Port Police Dispatch Center, while the servers are housed in the Port Police Server Room. The two systems in use are from NICE and Exacom. Although maintenance is typically performed by the manufacturers, the following obligations are expected under this agreement, including but not limited to:

1. Check and test system peripherals, including keyboard, mouse, and monitor.
2. Connect system components to the network, including switches, routers, and related devices.
3. Generate visual diagnostics to assist contractors in identifying and resolving technical issues.
4. Providing support for these systems and networks during software upgrades and system updates.

### **2.2.1.8 Geographic Information System (GIS) Vehicle Locator**

This solution is provided by Geospatial Technologies and is used to display the location of Port Police vehicles on a large wall-mounted screen throughout the Port Police headquarters facility, on a periphery map. The solution is supported by a maintenance agreement with the manufacturer. The following obligations are expected under this agreement including but not limited to:

1. Assist in replacing failing or inadequate components or equipment, such as switches, screens, drivers, and others.
2. Assist with software upgrades and ongoing system maintenance.
3. Provide support for the systems and networks during upgrades and updates.

### **2.2.1.9 Mobile Audio Video System (MAVS)**

All marked police vehicles have an in-car MAVS with multiple cameras, wireless microphone and in-vehicle microphone for recording public contacts and events as directed by

Harbor Department Policy. All uniformed officers also are equipped with body-worn cameras and audio for recording public contacts and events as directed by Department Policy.

In-car MAVS uploads recorded audio and video wirelessly to a secure manufacturer's cloud-hosted storage solution. Body worn MAVS require officers to physically dock their devices for uploading captured audio and video to a manufacturer's cloud-hosted storage solution. Both solutions are covered by manufacturer's warranty service contract for accessing captured audio and video.

The following obligations are expected under this agreement, including but not limited to:

1. Assist Port Police in managing the system through identifying and resolving technical issues, performing system checks, and configuring software when required.
2. Assist with manufacturer's software upgrade and system management including administrative functions (e.g. user logins and passwords).
3. Provide support for the systems and networks during upgrades and updates.

#### **2.2.1.10 Range Management System**

The Port Police uses a cloud hosted solution from Armorer Link for managing and tracking Department and personally owned firearms and managing range qualifications as required by Department Policy. The Consultant will be responsible for:

1. Managing user logins and passwords.
2. Maintaining a local copy of the database.
3. Liaison with manufacturer for coordinating software updates and report problems from users.

#### **2.2.1.11 Mobile Device Management**

The Port Police uses a mobile data management solution from Jamf for maintaining and updating Department authorized applications on Department issued IOS devices (iPhones and iPads). The Consultant will be responsible for:

1. Mobile device and application management through JAMF.
2. Patches and updates of solution software.
3. User access.

### **2.2.1.12 Mobile Virtual Private Network**

The Port Police uses Netmotion as its mobile virtual private network for remote and mobile users. Netmotion provides resilient connectivity between fluctuating networks coverage or roaming between networks, CJIS compliant security and encryption of data and optimizes user traffic. The Consultant will be responsible for:

1. Mobile network and control server access.
2. User access and management.
3. Troubleshooting reported issues.

### **2.2.1.13 Digital Evidence Storage**

The Port Police uses Axon's Evidence solution to manage digital evidence including photographs, audio and video. The Consultant will be responsible for:

1. Application access, user logins and passwords.
2. Troubleshooting reported issues.
3. Liaison between users and Axon.

### **2.2.1.14 Converged Security Information Management**

The Port Police uses Vidsys for its Converged Security Information Management. This solution functions as a geographical user interface to the Department's Milestone Video Management System for authorized users access to real-time and captured video (non Mobile Audio Video System data) for review, storage and sensor creation. Although the Vidsys solution and Milestone video management systems are supported by a third party with manufacturer's support agreements, there is an interface between the CAD system and Vidsys that would be required for the Consultant including:

1. User Management for CAD and Mobile Users.
2. Liaison between third party support and Vidsys.
3. Liaison between Motorola, Vidsys and Port Police.

### **2.2.1.15 External Criminal Justice Systems**

The Port Police accesses various external criminal justice systems as follows:

- Justice Data Interface Controller System
- Electronic Probable Cause Declaration
- Electronic Criminal Case Filing

- Electronic Search Warrant
- Integrated law enforcement criminal databases

These systems are provided by various criminal justice agencies including the Los Angeles County Sheriff's Department, County of Los Angeles Court System, County of Los Angeles District Attorney's Office, City of Los Angeles Attorney's Office and Los Angeles Police Department. These systems require the Consultant to:

1. Manage authorized users.
2. Act as liaison between responsible agency and Port Police for network and system access and troubleshooting issues.

#### **2.2.1.16 Windows Applications**

The Consultant will be responsible for:

1. Windows updates for workstations and servers used on the Secured Port Police Network.
2. Management of the active directory for accessing hardware and application on the Secured Port Police Network.

#### **2.2.1.17 Cyber Security Solution for Land Mobile Radio System and CAD/RMS/Mobile Systems**

Port Police is supported by a cyber security solution from Motorola for its Land Mobile Radio and CAD, RMS and Mobile networks. Motorola monitors these networks remotely from their Security Operations Center and report any suspicious activity to designated Port Police personnel. The Consultant will be a recipient of any suspicious activity for the CAD, RMS and Mobile System and Port Police only network. The Consultant will be responsible for:

1. Receiving and responding to any reported suspicious activity by working closely with Motorola, the Los Angeles Police Department and the ITD Cyber Security Operations Center to identify, contain, eradicate, mitigate and recover from any suspicious activity as reported by Motorola.

#### **2.2.2 Operational Responsibilities**

The Consultant must ensure the systems supported are fully functional 24 hours a day, 7 days a week. The Consultant will be required to conduct quarterly system functionality audits and validations and report on the level of acceptable operational system performance to

POLA.

### **2.2.2.1 Corrective Maintenance**

The Consultant will be responsible for conducting preventive system inspections and immediate troubleshooting and necessary repair if equipment malfunctions are observed. Equipment malfunction is defined as the inability of the individual components, subassemblies, or major items of the system to perform their specific functions including equipment failure caused by actions of operational personnel, the public, or environmental conditions. If the problem is determined to be due to neither equipment nor system issues, the Consultant will notify the POLA ITD Contract Manager (IT Manager).

Unscheduled maintenance will include inspections and tests required to determine the extent of any equipment malfunction, as well as the repair required to correct the problem.

- If a malfunction is detected with any equipment or a system under an existing warranty and/or a maintenance contract, the appropriate Technician should inform the contractor/manufacturer of any malfunction, create a trouble ticket, and follow up.
- If a malfunction is detected with any equipment which does not have an existing warranty or a maintenance contract, the appropriate Technician will immediately notify the IT Manager and order the necessary part/equipment and remove/replace (R&R) it. If the Consultant does not have a specialized person to do this repair, the Consultant will submit to the IT Manager a quotation for parts and associated subcontractor labor. If approved, POLA will issue a directive to authorize the work.

A trouble ticket shall be created for any irregular situation. The Consultant shall log the tickets into POLA's web-based help desk system.

### **2.2.2.2 Preventative Maintenance**

Scheduled preventive maintenance and service includes, but is not limited to, inspecting, testing, cleaning, adjusting, repairing, acquiring replacement parts and scheduled overhauls as required during the length of the maintenance service agreement. This includes routine cleaning of the server, PC workstations, installation of patches, equipment tune up, patrol vehicle camera adjustments, replacement of hard drives (HD) with more than three (3) years or as needed, visual inspection of cables and replacement as needed, replacement of UPS batteries with more than four (4) years or when needed, equipment load testing and comparison with standards and other components associated with the system. The Consultant's Project Manager will coordinate with the IT Manager and shall not schedule disruptive preventive maintenance during peak periods of operation.

To ensure appropriate support, maintenance and/or system modifications, the appropriate Consultant staff must coordinate with original equipment manufacturers and/or original system integrators (Motorola, Cisco, VidSys, ALPR, Cradlepoint, and others) in all aspects of systems support and maintenance. The appropriate Consultant staff must establish professional relationships with vendors to support and maintain all Port Police equipment.

### **2.2.2.3 Hardware Management and Trouble Logging**

The Consultant will inventory all hardware and software that it is responsible for and will share the database with POLA. Every trouble item will be logged into POLA's web-based help desk system.

Every two weeks, the Consultant will send a status report to the IT Manager which includes system status and trouble tickets. The report format will be coordinated with the IT Manager.

### **2.2.2.4 Data Backup and Recovery**

The appropriate Technician shall be able to back up system data and restore the system if necessary. An efficient method to back up and restore data shall be proposed and shall be coordinated with the IT Manager for implementation. Recovery of data backup shall be tested at least annually, the test date will be announced, and a complete report shall be made available to the IT Manager.

### **2.2.2.5 Change Management and Quality Control**

The Consultant shall provide a detailed design, implementation and deployment plan for each requested development effort, including functional description, impact analysis, rollback and/or recovery procedures, implementation schedule and prototype testing results, based on the guidelines and procedures for change management and quality control to be provided by POLA after the execution of the agreement. The impact analysis will identify any need for regression testing, and if needed, the Consultant will be responsible for providing a Regression Test Plan.

## **2.2.3 Project Staffing**

The following are the staffing requirements for this agreement. Offshore resources will not be permitted to work on this project. The Consultant is required to maintain the following staff during the term of the agreement. Any staffing changes must be mutually agreed upon by the IT Manager and the Consultant, and no staffing substitution will be allowed on this project without:

1. Prior written notification to the IT Manager,

2. The IT Manager's review of the qualifications of the proposed substituted staff member, and
3. Express written approval by the IT Manager of the substitution.

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

### Project Manager

The Project Manager shall be the primary point of contact for all responsibilities under the resulting agreement. The Project Manager must be able to instruct, supervise and manage the work of all Consultant's staff working on this project. The Project Manager shall apply project management methodologies for assigning, tracking, managing the tasks performed under this project.

The Project Manager will maintain open communications with the IT Manager and will provide periodic reports on the status of project tasks and budget. The Project Manager is required to attend meetings and keep Port Police personnel informed about ongoing work. The Project Manager must respond to service calls 24/7. This includes emergency calls, which require immediate repair as determined by the Port Police personnel, CIO, IT Manager or their designee.

### Systems Analysts

The maintenance support team must include a minimum of two Systems Analysts who will report to the Project Manager. The Systems Analysts must possess knowledge of and experience with general law enforcement technology systems and networks.

The Systems Analysts must work closely and maintain constant communication with the Project Manager, addressing issues and providing support for systems and networks. They must report progress regularly to the Project Manager and respond to POLA staff requests directed to them or any other team member.

### Installation Technicians

The maintenance support team must include a minimum of two Installation Technicians who will report to the Project Manager. Installation Technicians must be familiar with law enforcement communications equipment installation in vessels and vehicles such as cars, boats, motorcycles, tricycles and systems such as transportable radio repeaters and others.

Installation Technicians shall install, troubleshoot, and support Motorola mobile radios, Mobile Data Terminals (MDTs), cameras, ALPR systems, wireless components, and related systems on Port Police vessels and vehicles. Responsibilities include installation, modifications, visual inspections, alignment, and testing of these mobile systems, including the wireless communication network.

Installation Technicians shall possess the skill set to retrofit and remove old equipment for new builds and repairs and to rewire and reconfigure equipment that is damaged or has failed.

### Radio Technician – Optional

POLA may need the services of a Radio Technician who is knowledgeable about the Motorola radio systems listed in Section 2.2.1 and must have completed relevant Motorola training and hold applicable certification for these systems.

The Radio Technician shall inspect and verify the equipment log and test components of the Motorola radio systems to ensure proper functionality at all Port Police radio sites, including the dispatch center. Any issues identified must be reported to the IT Manager, the Port Police Motorola Contract Manager, and the Motorola Monitoring Team. A trouble ticket shall be generated by the Motorola Maintenance Team.

Due to security concerns, the location of the work sites will be supplied when the agreement with the Consultant is in place.

POLA reserves the right to review and reject the qualifications of staff who will be working under the agreement. POLA reserves the right to request the removal and/or substitution of any personnel working under the agreement and such requests may be made without cause and at any time during the term of the agreement.

## 2.2.4 Service Level Agreement

### **2.2.4.1 Service Calls**

The Consultant will respond in accordance with the required Service Level Agreement (SLA) Requirements shown in Table1 - SLA Requirements for all service calls.

The Consultant shall provide a centralized 24-hour a day, 7 days a week hotline (phone number and email) for receiving service requests. POLA staff will notify the Consultant of any issue(s) through this hotline. If a Port Police representative reports a service request using this hotline, a ticket must be created, and the Consultant shall work on resolving the issue. Depending on the nature of the issue, as described in the table below, the Consultant must keep the IT Manager informed of the situation. Upon resolution, a written report must be filed in the Port Police designated file retention location. The format of the written report will be mutually agreed upon by the Consultant and the IT manager.

### **2.2.4.2. Level of Service (LOS)**

The Consultant will ensure that software patches, fixes and updates are performed during non-peak operation periods, as defined by POLA.

For service renewals, renewal processes must be initiated three (3) months in advance of the expiration date to ensure timely processing. For equipment which requires pre-payment, the Consultant shall procure that equipment upfront to prevent service interruptions.

The Consultant will implement systems, internal policies, and procedures to ensure that all hardware and software outages are fully restored to the Levels of Service (LOS) specified in Table 1 - SLA Requirements, operating continuously 24 hours a day, 7 days a week, 365 days a year. Upon completing each service call, the Consultant must follow standard procedures to properly close the service requests related to systems, interfaces, and equipment outages, and notify the person who initiated the service call.

When the Consultant is notified of an issue, the Consultant will respond and begin troubleshooting the reported or identified problem within the timeframe specified in Table 1 - SLA Requirements.

The Consultant will make every effort to resolve the reported or identified problem and restore the system/equipment to full functionality within the timeframe specified in Table 1 - SLA Requirements.

For all critical system and equipment outages or failures, the Consultant must have sufficient on-site staff continuously addressing the issue until it is resolved (24 hours a day, 7 days a week). The Consultant will provide regular updates to the IT Manager, including the following information:

- A summary of the problem
- The cause of the problem (if known)
- The recommended solution
- The estimated timeframe to restore service (if known)
- Countermeasures or solutions to minimize future issues

#### **2.2.4.3 Penalty for Failure to Respond and/or Perform Timely Repairs**

##### **Failure to Respond:**

A “response” is defined as the Consultant beginning troubleshooting of the reported or identified problem within the time frame specified in Table 1 - SLA Requirements. If the Consultant fails to respond within the required time period, compensation deductions will apply as outlined in Table 1 - SLA Requirements.

##### **Failure to Perform Timely Repairs:**

If the Consultant does not complete repairs within the required time frame, compensation deductions will be imposed according to Table 1 - SLA Requirements.

Deviation from LOS Requirements.

If a problem cannot be resolved within the maximum time allowed as specified in Table 1 – SLA Requirements, the Consultant may submit a written request by email to the IT Manger for a repair time extension. If the IT Manager approves the extension, any corresponding compensation deduction for that period will be waived. POLA’s IT Manager or his/her designee has sole discretion in determining when the service is complete.

No compensation deductions will be applied for delays caused by circumstances beyond the control of the Consultant or its suppliers, without any act, fault, or negligence on their part.

Compensation Deduction:

In the event that the Consultant fails to meet the response or repair time requirements specified in Table 1 - SLA Requirements, POLA will notify the Consultant of the cumulative compensation deduction related to the service issue. This deduction will be formally communicated via email or letter. Deductions will be calculated on an hourly basis for each hour beyond the specified time periods until the problem or failure has been addressed and/or resolved. The compensation amount will then be deducted from the Consultant’s next monthly maintenance invoice.

Compensation deductions may be reduced or waived at POLA’s discretion.

**Table 1 - SLA Requirements**

Description	Level 4- Critical Priority	Level 3 - High Priority	Level 2 - Medium Priority	Level 1 - Low Priority
On-Site response time to notification during business hours	15 minutes	15 minutes	15 minutes	15 minutes
After business hours - response time to notification	30 minutes	30 minutes	30 minutes	30 minutes
Compensation deduction for failure to respond within required time	\$500.00 for every hour late in response	\$500.00 for every hour late in response	\$100.00 for every hour late in response	\$100.00 for every hour late in response

Provide IT Manager status updates	Every 30 minutes	Every 30 minutes	Every 2 hours	On the next day
Time to resolve or complete an approved work-around	Must be resolved, or a satisfactory interim solution implemented, within one hour of notification.	Must be resolved, or a satisfactory interim resolution implemented, within 4 hours of notification.	The issue must be resolved, or an acceptable interim solution implemented, within 4 hours of notification.	The issue must be resolved, or a satisfactory interim solution implemented on the next business day.
Compensation deduction for failure to not resolve in required amount of time	\$5000.00 for every hour late in resolving issue	\$500.00 for every hour late in resolving issue	\$100.00 for every hour late in resolving issue	\$100.00 for every hour late in resolving issue

**Table 2 - SLA Requirements Definitions**

<b>Level 4 - Critical Priority</b>	(1) CAD system, CAD network, and associated devices; (2) MDTs, MDT network, and related devices; (3) AT&T and DOJ devices connected to the CAD network; (4) Equipment failures requiring replacement; (5) Network support; (6) Cyber-attack or incident and (7) Other Port Police systems referenced in the RFP, as identified by the Port Police as needing immediate attention.
<b>Level 3 - High Priority</b>	Any state or national emergency involving Port Police requiring equipment or software support, including the Consultant's physical presence on-site.
<b>Level 2 - Medium Priority</b>	A non-critical software or hardware component is malfunctioning, resulting in moderate disruption to business operations.
<b>Level 1 - Low Priority</b>	Minimal Impact: A non-critical software or hardware component is malfunctioning with minimal effect on operations, or a non-technical request has been submitted.

### 2.2.5 Equipment Replacement, Upgrades and Enhancements

Various components and equipment may require replacement during the term of the agreement. After many years of usage, some equipment (or even a system) is no longer warranted by the manufacturer, resulting in necessary hardware and firmware refresh. The Consultant shall work with the manufacturer to receive an equipment refresh quotation. The Consultant shall pay for this refresh, plus an agreed upon mark-up. Upon request from POLA, the Consultant shall provide the original quotation from the manufacturer.

When components and equipment are replaced, the original warranty for the components and equipment may no longer be valid. In this case, it may be possible to purchase an extended warranty. The Consultant will work with the manufacturers to receive a quotation for the extended warranty. The Consultant shall pay for this extended warranty, plus an agreed upon mark-up.

A directive must be issued by ITD before any purchases are made. All new installations will be inspected by the IT Manager or designee for quality of workmanship and component and system functionality. The Consultant shall be responsible for any corrections to the installations that result from poor workmanship or non-adherence to City, State, and/or Federal standards.

### 2.2.6 Software Licenses and Third Party Software Maintenance

The Consultant must maintain and track the status of licenses, support, and warranties of all hardware, software and services supported under this agreement. The Consultant shall notify POLA of any available OEM software upgrades.

The Consultant shall furnish, upon issuance of a directive by POLA, all manufacturer-released, developer-released, proprietary and non-proprietary software, software upgrades, firmware upgrades, third party warranty and maintenance and respective licenses for the hardware, firmware, and software supported by the Consultant. POLA will have the right to use this software and firmware during and after the term of the agreement.

All updates and installations of new releases must be performed in accordance with Industry Standard Software development practices and POLA's approved methodology and procedures. The Consultant must furnish Acceptance Test Procedure and scripts documentation for POLA's review and approval. This Test Procedure shall be used in validation and acceptance of new releases. All new releases must first be tested in a test environment prior to being placed into production. All updates shall include Release Notes for POLA's review and approval.

Monthly maintenance fees will be deemed to include all costs associated with firmware and/or software upgrade and all off-site service support.

### 2.2.7 Spare Parts

The Consultant must provide and maintain a spare parts inventory to properly service all aspects of the above-mentioned systems. The spare parts inventory must contain those items necessary for the normal course of operations, including restoration of all parts. All replacement parts shall be new. The spare parts shall be stored on-site as designated by the IT Manager. The appropriate Technician must record the status of all spare parts. The spare parts inventory will become the property of POLA at the conclusion of the agreement term. The appropriate Technician shall recommend the spare parts inventory based on the industry's best practices.

### 2.2.8 Project Documentation

#### 2.2.8.1 Updating Existing Documentation

The Consultant shall be responsible for updating the existing documentation with any necessary technician notes, including unique or non-standard equipment installations. The existing documentation shall be updated with all changes to equipment, including additions, deletions, and moves. If documentation does not exist, the appropriate Technician shall generate this documentation according to POLA standards.

The Consultant shall continue to keep such records updated throughout the term of the agreement thirty (30) days prior to the end date of the term of the agreement, Consultant is required to submit for POLA's final review all currently updated records and documentation that reflect the then latest move, adds and changes to date.

The Consultant shall maintain current documentation and records of the following information, including but not limited to:

- System settings and configuration
- System diagrams

- Field test data
- Equipment and System manuals
- Drawings depicting location of each location of workstations, peripherals, and kiosks and related components
- Preventative Maintenance Records
- Repair Records
- Equipment locations, serial number, asset number (if applicable), model number, software and firmware version number, connections identification such as switch and port number and additional information as identified by POLA
- Software Inventory, server number, port numbers, and additional information as identified POLA
- Service and Maintenance Records

The Consultant shall maintain, at all times, a record of all activity and service(s) provided in a format approved by POLA. The record will be by type of service, inquiry, move, addition, change, repair, PM, remedial maintenance, technical support, and incidents. The record will include date, time, staff name, activity or problem descriptions, actions or resolutions, labor hours expended, and POLA personnel referring to the service call. The Contractor will submit the information on a monthly basis and ensure that real-time information is available to POLA.

#### **2.2.8.2 Documentation for Adds, Moves or Changes**

In the event POLA requests the Consultant to make additions and/or changes to a system during the term of the agreement, the Consultant must provide a complete as-built drawing, including manufacturer's literature, training manuals, maintenance manuals, wiring and cabling diagrams, network and system diagram, and an inventory list of all equipment provided. The diagrams shall detail point-to-point connectivity for each device. The Consultant shall identify the manufacturer, model, serial number, and software.

The Consultant is required to provide documentation for each development effort, which will include both logical and physical design, data flow charts, configuration/implementation procedure, change management plan, testing and acceptance plan, deployment procedure and user instruction, subject to review and approval by POLA.

#### **2.2.8.3 Monthly Service Call Logs**

The Consultant must submit a monthly Maintenance and Service Call Report Log in Microsoft Excel format to POLA. The report must include at a minimum, the following:

- Time/date of problem notification
- Ticket / Work Order Number
- Name of the POLA representative calling
- Description of the problem as reported
- Name of the application or interface that has a problem
- As applicable, name of associated device/location
- Time/date of dispatch of Service Technician

- Description of problem as found
- Description of problem fix applied
- Time/date of problem fix
- As applicable, list any spare parts used, removed, and what the Service Technician did with the part removed
- Any recommendations the Consultant may have to avoid similar problems in the future
- Root-cause analysis - What proactive efforts would eliminate the root cause of the problem(s)
- List of any open issues requiring resolution

All documentation and records shall be stored in formats compatible with POLA standards and approved by POLA. Documentation and records must be directly accessible by POLA at all times, without the Consultant's support/intervention. The Contractor may use, but cannot rely/depend on, POLA documentation in the performance of maintenance and operations functions including the repair and restoration of any type of system failures.

## 2.2.9 Project Communications

### 2.2.9.1 Monthly Report

The Project Manager will submit a monthly report to the IT Manager reporting comprehensive project activities occurred during the reporting period. Monthly reports are required during the duration of this agreement. The monthly report will include the monthly Maintenance and Service Call Report Log and any other relevant documentation as attachments.

### 2.2.9.2 Meetings

#### Routine Meetings

The Consultant will attend daily or weekly status meetings as required by POLA personnel. The date, time and location of these meetings will be determined by POLA personnel.

#### Urgent or Emergency Meetings

Following any event determined by POLA to be urgent or an emergency, if issues remain unresolved after reasonable escalation has failed, the Consultant will attend meetings as required by the IT Manager. The Consultant will present reports and provide other information regarding the emergency, including the nature and cause of the problem, repair and escalation process that was followed, the status if the matter remains unresolved, and recommendations to prevent recurrence.

## Meeting Minutes

The Consultant may be requested to prepare the agenda and minutes of each meeting with POLA and distribute such documents after approval from POLA.

### 2.2.10 Other Requirements

#### **2.2.10.1 Work Location**

The Consultant agrees to perform all services under this agreement at the designated worksite of Port Police Headquarters, 330 South Centre Street, San Pedro, CA 90731. For as-needed maintenance services, the work locations may vary. Telecommute/remote work is not allowed, except for any unique circumstances pre-approved by the IT Manager.

#### **2.2.10.2 Consultant's Staff Working Hours**

The regular working hours for Consultant's staff are Monday-Friday from 7:30 am to 4:00 pm. The schedule may change based on Port Police's operational needs. Any changes to the schedule will be discussed and mutually agreed upon by both parties. Consultant's staff will observe the same thirteen (13) public holidays as City of Los Angeles employees: New Year's Day, Martin Luther King Jr.'s birthday, President's Day, Cesar E. Chavez's birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If Port Police requires the Consultant's staff to be working during an observed City holiday, an alternate day off could be assigned to the worker.

#### **2.2.10.3 Consultant's Staff Time Off**

The Consultant must provide consistency and continuity of services by ensuring availability of project staff at all times. In the event of a planned vacation, time off, or unplanned sick leave, the Consultant must arrange for a suitable replacement and notify the IT Manager. If the Consultant's staff member is unable to meet the scheduled workweek for any reason, the Consultant must immediately notify the IT Manager via email and provide a qualified alternative to fulfill the responsibilities.

#### **2.2.10.4 Security Areas/Security**

All personnel with access to security sensitive information may need to pass a background check performed by an entity deemed suitable by POLA. The Consultant may be required to perform work in areas that are secure from access to the general public. In such cases, it will be the responsibility of the Consultant to complete a detailed background investigation, and to obtain all necessary credentials for each employee who will work at a secure location.

### **2.2.10.5 Safety Clearance**

The Consultant may be required to perform work in areas that have safety course requirements. These requirements may vary by site and shall be completed at the Consultant's expense. In such cases where a technician is required to work in a "hazardous location," it will be the responsibility of the Consultant to comply with all safety regulations and best practices to include appropriate documentation, identification, and/or clearance for all employees.

### **2.2.10.6 Cybersecurity and Incident Response**

The Consultant will be required to follow and apply cybersecurity best practices from a recognized cybersecurity framework such as ISO 27001/27002, NIST, CIS Critical Security or industry equivalent when implementing, maintaining, and supporting all systems listed under the Port Police communication systems table in Section 2.2.1. The Consultant must communicate, identify, contain, eradicate, mitigate and recover from all cybersecurity incidents related to the Port Police communication systems and network and shall notify the IT Manager, Chief Information Officer, Chief Information Security Officer, and/or their designee immediately.

### **2.2.10.7 Rules of Conduct**

The Consultant's employees while on the job site, whether on or off duty, must conduct themselves in a professional, orderly and safe manner at all times. Rudeness, fighting, being under the influence of alcohol and/or drugs or possessing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing and any other conduct that interferes or has the potential to interfere with the Consultant's performance of its duties under this agreement, will not be permitted on the job site and will result in immediate and permanent removal from the job site.

### **2.2.10.8 Consultant Employees' Timesheets**

The Consultant's Project Manager is required to obtain and retain original timesheets for each of Consultant's personnel on-site. Copies of these timesheets are to be submitted on a monthly basis and attached to the Consultant's monthly invoices submitted to POLA for payments.

### **2.2.10.9 Consultant Employees' Resources**

The Consultant must provide its employees the necessary resources listed below to ensure the scope of services under the agreement are effectively executed.

- All safety equipment/devices, personal protective equipment and clothing as required for its employee
- All necessary tools, spare parts and materials
- required for operation and maintenance services
- All monitoring, diagnostic and test equipment with all OEM software available to enable the Consultant to change parameters as well as monitor, diagnose and/or troubleshoot each component and/or software covered by this agreement, as

- applicable
- All communication equipment to allow immediate two-way communication between the Consultant, its employees and/or POLA

The Consultant shall, at their own expense, provide all transportation needs, certifications and education costs, tools, and test equipment necessary for on-site and off-site technical staff (technicians, engineers, computer programmers, etc.) to provide 24-hour support and maintenance coverage.

### 2.2.11 As-Needed Consulting Services

POLA may occasionally require special tasks for system enhancements, operational support, or for adds, moves and changes. POLA may also need to temporarily engage Subject Matter Experts (SMEs) with specialized skills and expertise to develop, implement, or troubleshoot specific systems. These SMEs are to provide targeted support to POLA staff, assisting in the completion of particular tasks or projects. Depending on the project's requirements, a SME may be a project manager, systems analyst, technician, engineer, database architect, or hold another specialized role.

The Consultant will maximize the use of assigned on-site Consultant staff to address additional work needed. When a requirement is identified that cannot be handled by the Consultant's on-site staff, POLA will provide the Consultant with a Work Request detailing the scope of services required. If additional resources are required, the Consultant must submit a lump sum or a time-and-materials quote, in accordance with the agreement's agreed upon Rate Schedule. The Consultant is expected to respond to POLA's request within ten (10) business days with a quotation that includes a proposed schedule to complete the work, the cost, and resumes for any additional employees that are available to be assigned to do this work.

The Consultant's staff proposed to perform the work must be approved by POLA prior to the commencement of any as-needed maintenance support services. POLA will review the quotation and provide authorization via directive prior to initiating work. Authorization may be granted on a lump sum, or time and materials basis, as deemed appropriate by POLA. POLA will incur no obligation to provide payment for additional/supplemental services that have not been authorized in advance by a directive.

### 2.2.12 Transition Support

Upon termination or expiration of the agreement, the Consultant will be required to provide up to 160 hours of transitional knowledge transfer to POLA staff and/or a selected third-party consultant (the Replacement Consultant) who will be replacing the Consultant in providing Supplemental Maintenance and Support Services for Port Police Technology Systems. The Consultant will assist and comply with POLA's reasonable directions to facilitate the orderly transition and migration of the services to POLA or the Replacement Consultant.

The Consultant will create and update the Transition Plan and Transition Checklist

to keep track of completion of tasks. In addition, the documents should be updated if needed with newly identified tasks after mutual consensus from POLA, the Replacement Consultant and the Consultant.

The Replacement Consultant and the Consultant will maintain clear and frequent communication with POLA throughout the transition process. This will include the minimum of a kick-off, weekly cadence, and post-transition review meetings. In addition, multiple knowledge transfer meetings are expected.

The Replacement Consultant and Consultant will ensure that all passwords and API keys are identified and changed one week prior to the termination or expiration of the agreement, whichever is sooner. The Replacement Consultant will ensure that the Consultant is off-boarded/removed from all supported systems prior to termination or expiration of the agreement, whichever is sooner.

After all transition tasks have been completed, the Replacement Consultant will provide an email confirmation to POLA and the Consultant with the completed transition plan and transition checklist (sign-off, dated, by both the Replacement Consultant and the Consultant).

In the event of termination, POLA may alternatively require that the Consultant turn over all documents/software prepared under the agreement up to the date of termination to POLA within seven (7) calendar days of a Termination Notice from POLA.

### 2.2.13 Warranty

The Consultant will warrant the quality and performance of all services rendered, equipment deployed, and any work or implementation performed by third parties under the Consultant's direction or as part of the Consultant's deliverables.

The Consultant will guarantee any additional work, including system enhancements, from inferior or faulty material or workmanship, and from work not in accordance with the manufacturer's specifications, for a minimum of one (1) year from the date of written acceptance of the additional work. Additional work will be construed as anything added to the current system.

Upon notification from POLA, the Consultant will correct all defects, errors in design and workmanship and errors in the integrated system found in the Consultant's services and/or work product including but not limited to programming, modifications, fixes, interfaces, repairs, preventive maintenance and documentation. It is understood all such corrections are to be completed no later than 24 hours following POLA's notification to the Consultant unless otherwise mutually agreed to in writing from POLA.

All hardware procured for POLA must have a minimum of a one (1) year manufacturer warranty, unless stated to the contrary in individual directives.

### 2.2.14 Invoice Submission

The Consultant shall issue an invoice when the job is completed, or services are renewed. Hours should be charged as a monthly lump sum and should be invoiced monthly. A copy of the Consultant's quotation, POLA's directive and supporting documentation (including timesheets) shall be turned in with the invoice.

### 3. PROPOSAL REQUIREMENTS

#### 3.1 Pre-Proposal Meeting

Firms planning to submit proposals are invited to attend an optional virtual (Microsoft Teams) pre-proposal meeting on Monday, September 8, 2025, from 11:00 a.m. to 12:00 noon, Pacific Time. In the meeting, Harbor Department staff will provide information about the project, discuss the RFP's administrative requirements, and answer questions. Prospective proposers are strongly encouraged to carefully review the entire RFP and related supplemental documents prior to the meeting, to avoid asking questions during the meeting that have already been answered in those documents.

Please indicate your firm's intention to attend the pre-proposal meeting by e-mailing Felicia Ansley, the Contract Administrator, at [fansley@portla.org](mailto:fansley@portla.org). Provide the complete e-mail addresses for all those from your team who wish to attend. The deadline for submitting reservations will be at 10:30 a.m. on the day of the meeting.

#### 3.2 Proposal Questions

All questions regarding this RFP must be submitted, in writing, exclusively to Felicia Ansley, the Contract Administrator, at **fansley@portla.org** by no later than 3:00 p.m. Pacific Time on Monday September 22, 2025. This e-mail address is to be used only for communication about this contracting opportunity and is prohibited from being used for marketing or soliciting.

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

#### 3.3 Proposal Submission

**One (1) digital copy of your proposal, as one complete file in .pdf format must be submitted before 3:00 p.m. Pacific Time on Tuesday, October 21, 2025 to:**

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

Your e-mail must have only "Port Police Support Proposal" in the subject line.

Proposers solely are responsible for the timeliness of their submittals. As such,

**proposers are cautioned to budget adequate time to ensure that their proposals are electronically delivered (not just sent) before the 3:00 p.m. deadline set forth above.**

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

### 3.4 Evaluation Process and Selection Criteria

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

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 Chief Information Officer, the Executive Director of the Harbor Department, and the Board of Harbor Commissioners.

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

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

### 3.5 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

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

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.

Additionally, include a narrative of your firm's expertise in the following areas:

- Expertise in police communication technologies, particularly in the maintenance and integration of mobile communications equipment installed in law enforcement vehicles.
- Expertise in troubleshooting, upgrading and customizing in-vehicle communication systems to align with operational needs.
- Knowledge of Computer Aided Dispatch (CAD) networks, including experience with their integration into broader public safety networks and mobile data terminals.
- Familiarity with regional regulations, interoperability standards, and law enforcement protocols.
- Understanding of Department of Justice communication protocols and 911 systems, to maintain compliance with federal and state regulations.
- Demonstrated ability to scale communication systems, including system architecture design, frequency planning, and interoperability enhancement, with minimal service interruption.

### 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 POLA's IT Manager and supervision of project team staff.
- Indicate the on-site availability for the Project Manager as well as other staff during the lifetime of the project.

#### 4. Project Approach

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.

- Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each.
- 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 of the project.

#### 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
- Project documentation
- Issue/risk management techniques

#### 6. Cost

Provide pricing and cost information for the project by completing and submitting Attachment 1 in your proposal, the "Cost Proposal Form". Additionally, as a narrative in your proposal, discuss any budget control measures of your firm and proposed subconsultants. For ease of completion, Attachment 1 will also be provided to proposers as a Word document.

#### 7. Business Enterprise Programs and Contract Administrative Requirements

**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 for completing the forms.

The **mandatory** Small Business Enterprise (SBE) participation will be 25%, including 5% Very Small Business Enterprise (VSBE) participation. **Proposers who fail to demonstrate that they will meet or exceed the SBE/VSBE 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 VSBEs through RAMP at the time proposals are due. **Firms will only receive credit for SBE/VSBE certifications reflected on their RAMP company profile, and the status of those certifications must be shown as “Verified”.** If they qualify, firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application (Exhibit C). Please refer to the Road Map in Exhibit C for a listing of agency certifications that may be accepted in lieu of completing the application. If your firm is already certified by one of the listed agencies, review the “Certification on RAMP” instructions on the [Support tab of the RAMP website](#). For VSBE certification, you must complete the application or be certified as a Micro-business through the State of California [Department of General Services](#) (DGS). Applications should be mailed to the following address, referencing the RFP:

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

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

Proposers are strongly encouraged to contact the Contract Administrator well in advance of the proposal’s due date with any questions about how to comply with this administrative requirement. To verify your compliance, the Contract Administrator will use the Consultant Description Form and check it against the RAMP. The Consultant Description Form must state the RAMP company account number of the prime and each subconsultant (if applicable), and it must also indicate the percentage of the award that each subconsultant will receive.

**B) INSURANCE VERIFICATION LETTER**

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

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

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

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

### 3.6 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
  - Project Management
  - Cost, including Attachment 1, “Cost Proposal Form”
- Resumes for all proposed staff personnel provided in an appendix.
- Small/Very Small Business Enterprise and Local Business Preference Program forms:
  - Affidavit of Company Status
  - Consultant Description Form
- Letter from your firm indicating your ability to meet the insurance requirements for this project as described in Section 4.4 of the RFP. **Do not submit an ACORD® Certificate of Liability Insurance sheet alone; it must be submitted with an insurance verification letter.**
- CEC Form 50 (Bidder Certification)
- CEC Form 55 (Prohibited Contributors (Bidders))
- Iran Contracting Act of 2010 Compliance Affidavit
- Letter of acceptance of Standard Contract Provisions and Executive Directive 35

## 4. STANDARD CONTRACT PROVISIONS

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

### 4.1 Affirmative Action

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

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

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

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

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

### 4.3 Business Tax Registration Certificate

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

#### 4.4 Indemnity and Insurance Requirements

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

##### 1. Indemnification

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

##### 2. Acceptable Evidence and Approval of Insurance

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

##### Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California

and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

### Primary Coverage

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

### Notice Of Cancellation

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

### Modification of Coverage

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

### Renewal of Policies

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

### Policy Copies

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

### Limits of Coverage

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

insurance and coverage shall be available to City.

### Right to Self-Insure

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

- a. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
- b. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
- c. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
- d. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
- e. Consultant provides the name and address of its claims administrator.
- f. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Director's consideration of approval of self-insurance and annually thereafter.
- g. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
- h. Consultant has complied with all laws pertaining to self-insurance.

### Insurance

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

#### 3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed

operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

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

#### 4. Automobile Liability Insurance

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

#### 5. Workers' Compensation and Employer's Liability

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

retained by Consultant.

## 5. Technology Errors and Omissions Liability

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

Consultant certifies that it now has Technology Errors and Omissions Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim/aggregate including Notification Costs, which shall cover the work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

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

## 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 ("City Data") and any recommendations made by Consultant relative thereto shall be considered confidential ("Confidential Information") and shall not be disclosed, 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 or as required by law. In addition, Consultant is required to safeguard City Data and Confidential Information from access by unauthorized personnel. Contractor shall immediately notify the Department of any attempt by a third party to obtain access to any City Data or Confidential Information. This provision shall survive expiration or termination of this Agreement.

For purposes of the restrictions set forth in this Section 20, City Data and Confidential Information shall include "Citizenship or Immigration Status" data defined in City of Los Angeles Administrative Code Section 19.190, namely "all information or classification regarding citizenship of the United States or any other country, place of birth, the authority to reside in or otherwise be present in the United States, including visa status, and the time or manner of a person's entry into the United States."

#### 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 Chief Information Officer, Los Angeles

Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

#### 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 E.

#### 4.18 State Tidelands Grants

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

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

Persons who submit a response to this solicitation (proposers) are subject to Charter section 470 (c) (12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or

candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

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

#### 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).

#### 4.21 Recordkeeping And Audit Rights

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

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been

provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

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

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

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

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

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled,

terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

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

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

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

- (a) Recruit and make efforts to obtain employees through:
  - (i) Advertising employment opportunities in minority and other community news media or other publications.
  - (ii) Notifying minority, women and other community organizations of employment opportunities.
  - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

(iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

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

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

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

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

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

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

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

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

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

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

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

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

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

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

## EXHIBIT B

### (1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

### (2) LOCAL BUSINESS PREFERENCE PROGRAM

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

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

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

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **811210**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$34 million.

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

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

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

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

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

The Harbor Department defines a LBE as:

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

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

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

## AFFIDAVIT OF COMPANY STATUS

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

---

Name of Firm

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

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

SBE    VSBE    MBE    WBE    DVBE    OBE

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

Signature: \_\_\_\_\_

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

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

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

## Consultant Description Form

### PRIME CONSULTANT:

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

Business Name: \_\_\_\_\_ Your company's RAMP ID#: \_\_\_\_\_

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

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

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### SUBCONSULTANT:

Business Name: \_\_\_\_\_ Sub's RAMP ID#: \_\_\_\_\_

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

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

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ Sub's RAMP ID#: \_\_\_\_\_

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

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

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

# Consultant Description Form

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Sub's RAMP ID#: \_\_\_\_\_

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

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

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Sub's RAMP ID#: \_\_\_\_\_

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

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

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

**SUBCONSULTANT:**

Business Name: \_\_\_\_\_ Sub's RAMP ID#: \_\_\_\_\_

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

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

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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



# 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)
  - 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)        | ○ City of Fresno                                    |
| ○ L.A. County Metropolitan Transportation Authority (METRO) | ○ City of Los Angeles                               |
| ○ San Francisco Bay Area Rapid Transit District (BART)      | ○ San Diego County Regional Airport Authority (SAN) |
| ○ San Francisco Municipal Transportation Agency (SFMTA)     | ○ San Francisco International Airport (SFO)         |
| ○ Santa Clara Valley Transportation Authority (VTA)         | ○ San Mateo County Transit District (SAMTRANS)      |

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

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

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

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

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

#### **Send completed application to:**

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

#### **For Assistance:**

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

#### **Where can I find more information?**

- State of California SBE program - <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs: <http://www.sba.gov>
- SBA Size Standards [www.sba.gov/sites/default/files/Size\\_Standards\\_Table.pdf](http://www.sba.gov/sites/default/files/Size_Standards_Table.pdf)
- NAICS Search <https://www.census.gov/naics/?99967>
- LAWA SBE Program Rules and Regulations – [http://www.lawa.org/welcome\\_LAWA.aspx?id=6413](http://www.lawa.org/welcome_LAWA.aspx?id=6413)
- Port of Los Angeles Small Business Enterprise (SBE) and VSBE Program information- <https://www.portoflosangeles.org/business/sbp.asp>
- DWP SBE Program Information – [https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?\\_af.ctrl-state=bfw1rfro4\\_4&\\_afLoop=78220979903629](https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?_af.ctrl-state=bfw1rfro4_4&_afLoop=78220979903629)



# EXHIBIT C

## PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

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

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

Are you currently bidding or participating on a City Project?

- NO
- YES

If yes, please provide the following information:

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

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

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

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



# EXHIBIT C PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

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



# EXHIBIT C PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

<b>II. OWNERSHIP (ATTACH ADDITIONAL PAGES IF NECESSARY)</b>			
NAME OF INDIVIDUAL OWNER(S) SHAREHOLDER(S) AND/OR CORPORATE OFFICERS	TITLE	% OWNERSHIP	HOME ADDRESS (STREET, CITY, STATE, ZIP)

<b>III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A</b>			
<b>DURING THE PREVIOUS THREE (3) TAX YEARS DID ANY OWNER/OFFICER:</b>			
	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"/>	
<b>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)</b>			
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	

<b>IV. BUSINESS CLASSIFICATION</b>	
<b>PROVIDE A DESCRIPTION OF YOUR BUSINESS AND/OR INDIVIDUAL KEYWORDS WHICH BEST DESCRIBE YOUR BUSINESS SERVICES:</b> 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: <a href="http://www.naics.com/search.htm">HTTP://WWW.NAICS.COM/SEARCH.HTM</a>	
6 DIGIT NAICS CODE & DESCRIPTION:	% OF THE FIRM'S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:
1)	
2)	
3)	
4)	
5)	



# EXHIBIT C PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

## PENALTY OF PERJURY DECLARATION

The undersigned states:

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

### SUPPORTING DOCUMENTATION CHECKLIST

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

#### **PLEASE DO NOT BIND YOUR SUBMITTAL**

#### ALL APPLICANTS

- Most recently entire filed Federal Individual Income Tax Return (Form 1040) for **each owner** including all schedules and statements.
- Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business **and** each affiliate business for the most recent three (3) years or for the years the firm or its affiliate(s) were in business.
- If the firm's business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)
- If the size standard for the selected NAICS codes is number of employees- provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

#### SOLE PROPRIETORSHIP

- Fictitious Business Name Statement

#### PARTNERSHIP

- Partnership Agreement and Amendments

#### CORPORATION

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

#### LLC

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

#### JOINT VENTURE

- Joint Venture Agreement and Amendments

#### TRUCKING COMPANY

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

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

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

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

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

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

### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

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

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

## **Exhibit E- Equal Benefits Ordinance**

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

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

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

#### **(c) Equal Benefits Requirements.**

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT F

### RFP SELECTION EVALUATION FORM

**PROJECT:** SUPPLEMENTAL MAINTENANCE AND SUPPORT SERVICES FOR PORT POLICE TECHNOLOGY SYSTEMS

**SCORING GUIDELINES:**

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

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

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

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

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?		<b>5</b>	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager?		<b>5</b>	
C. Project Approach and Project Management	Quality of proposed approach to meet project requirements? Quality of project management?		<b>4</b>	
D. Cost	Are proposed budget management, fees and staff hours proposed and clearly defined?		<b>3</b>	
E. Clarity and Comprehensiveness of the Proposal	Is the proposal clear, comprehensive, and understandable?		<b>3</b>	
	<b>Maximum points possible=100</b>		<b>A+B+C+D+E=20</b>	<b>Total Points=</b>

# EXHIBIT G

FORM  
50

## Bidder Certification

Los Angeles City  
ETHICS COMMISSION

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

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

Reference Number (Bid, Contract, or RAMP) <b>224491</b>	Awarding Authority (Department awarding the contract) <b>Harbor Department</b>
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.

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): 224491 Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**Supplemental Maintenance and Support Services for Port Police Technology Systems**

Awarding Authority (Department awarding the contract): Harbor Department

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

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

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

## Schedule Summary

Please complete all three of the following:

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

## Certification

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Schedule A - Bidder's Principals

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

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

Check this box if additional Schedule A pages are attached.

## Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

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

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

**EXHIBIT H**

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

**OPTION #1: CERTIFICATION**

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

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC (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>BRTC (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>

# ATTACHMENT 1

## Cost Proposal Form

### Supplemental Maintenance and Support Services for Port Police Technology Systems

Proposer's Name:

Proposers are to enter data in YELLOW cells ONLY – use whole dollar amount for Tables 1 through 3 and positive numbers for Table 4. Do NOT modify other cells.

**Table 1:** Operations Maintenance, Repair, Preventative Maintenance, and Technical Support Services

	Monthly Cost	Annual Cost
First Year of Agreement		
Second Year of Agreement		
Third Year of Agreement		
<b>Total Cost</b>		

**Table 2:** Optional Cost - Radio Technician

	Monthly Cost	Annual Cost
First Year of Agreement		
Second Year of Agreement		
Third Year of Agreement		
<b>Total Cost</b>		

**Table 3:** Rate Table for Proposed Staff

	Hourly Cost
Project Manager	
Systems Analysts	
Installation Technicians	
Radio Technician	

**Table 4**

Maximum Percentage Mark-Ups	
Description	Maximum Percentage Mark-Up
Mark-up for 3 <sup>rd</sup> Party Costs from Motorola	%
Mark-up for 3 <sup>rd</sup> Party Costs from other Vendors	%

## ATTACHMENT 1

Note 1: All costs provided shall be All Inclusive Rates, which include, but are not limited to:

- Any and all costs associated with actual employees' straight-time or overtime wages, fringe benefits,
- Field Overhead, (includes, but is not limited to, all field administrative costs and actual costs related to badging, tools, communication, supplies, transportation, preparation and negotiation of invoices, preparation and negotiation of directives, and any other miscellaneous field direct or indirect costs)
- Home Office Overhead, (includes, but is not limited to, all administrative costs and actual costs related to insurance, bonds, taxes, fees, training, licensing, certifications, tools, communication, publications, preparation and negotiation of directives, other home office direct or indirect costs)
- Travel (includes, but is not limited to, per diem, air fares, communication, auto, lodging, meals, laundry, toiletries, entertainment, and other miscellaneous direct or indirect costs), and
- PROFIT.

Note 2: There are no other allowable billable costs other than as authorized by POLA through a directive