Information Technology Division

Oracle ERP Cloud
Implementation Services

REQUEST FOR PROPOSALS

February 1, 2021
February 1, 2021

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR ORACLE ERP CLOUD IMPLEMENTATION SERVICES

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide consulting services for migration to Oracle’s Enterprise Resource Planning (ERP) cloud solution. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

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

The schedule for this RFP will be as follows:

<table>
<thead>
<tr>
<th>Request for Proposals Published</th>
<th>Monday, February 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions Due</td>
<td>Thursday, February 11, 2021</td>
</tr>
<tr>
<td>Responses Posted</td>
<td>Thursday, March 4, 2021</td>
</tr>
<tr>
<td><strong>Proposals Due</strong></td>
<td><strong>Thursday, March 18, 2021 by 3:00 p.m. PST</strong></td>
</tr>
</tbody>
</table>

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 Felicia Ansley, Assistant Director, by e-mail at fansley@portla.org. Questions must be submitted by February 11, 2021. Responses will be posted on the Harbor Department’s website at https://www.portoflosangeles.org/business/contracting-opportunities/requests-for-proposals and www.labavn.org on March 4, 2021. It is the responsibility of all proposers to review the Port’s website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

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

All consultants and subconsultants must be registered on the City’s Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org, at the time proposals are due.

Sincerely,

FELICIA ANSLEY
Assistant Director, Contracts and Purchasing Division
EXHIBITS/APPENDICES/ATTACHMENTS

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

Appendix A - Functional Requirements
Appendix B - LAHD ERP Cloud Interface Requirements
Appendix C - Security Clauses for Supplier and Partners - Cloud
Appendix D - Technical Requirements
Appendix E - Workflow and AME Rules

Attachment 1 - Firm Skills Matrix
Attachment 2 - Company Background
<table>
<thead>
<tr>
<th>ACRONYM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>AME</td>
<td>Oracle Approvals Management</td>
</tr>
<tr>
<td>AP</td>
<td>Accounts Payable</td>
</tr>
<tr>
<td>AR</td>
<td>Accounts Receivable</td>
</tr>
<tr>
<td>C&amp;P</td>
<td>Contracts and Purchasing Division</td>
</tr>
<tr>
<td>CAFR</td>
<td>Comprehensive Annual Financial Report</td>
</tr>
<tr>
<td>COA</td>
<td>Chart of Accounts</td>
</tr>
<tr>
<td>D&amp;T</td>
<td>Debt &amp; Treasury</td>
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<tr>
<td>EBS</td>
<td>E-Business Suite</td>
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<tr>
<td>EPRCS</td>
<td>Enterprise Performance Reporting Cloud Service</td>
</tr>
<tr>
<td>EPM</td>
<td>Enterprise Performance Management</td>
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<tr>
<td>ERP</td>
<td>Enterprise Resource Planning</td>
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<tr>
<td>FA</td>
<td>Fixed Assets</td>
</tr>
<tr>
<td>FMS</td>
<td>Financial Management System</td>
</tr>
<tr>
<td>GAAP</td>
<td>Generally Accepted Accounting Principles</td>
</tr>
<tr>
<td>GL</td>
<td>General Ledger</td>
</tr>
<tr>
<td>HCM</td>
<td>Human Resources Management</td>
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<tr>
<td>HR</td>
<td>Human Resources (Division)</td>
</tr>
<tr>
<td>ITD</td>
<td>Information Technology Division</td>
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<tr>
<td>KPI</td>
<td>Key Performance Indicator</td>
</tr>
<tr>
<td>MBE</td>
<td>Minority Business Enterprise</td>
</tr>
<tr>
<td>OC</td>
<td>Oracle ERP Cloud</td>
</tr>
<tr>
<td>OCR</td>
<td>Optical Character Recognition</td>
</tr>
<tr>
<td>PBCS</td>
<td>Planning and Budgeting Cloud Service</td>
</tr>
<tr>
<td>PICS</td>
<td>Project Information Control System</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>POLA</td>
<td>Port of Los Angeles</td>
</tr>
<tr>
<td>SBE</td>
<td>Small Business Enterprise</td>
</tr>
<tr>
<td>SEFA</td>
<td>Schedule of Expenditures of Federal Awards</td>
</tr>
<tr>
<td>TEU</td>
<td>Twenty Foot Equivalent Units</td>
</tr>
<tr>
<td>TIN</td>
<td>Taxpayer Identification Number</td>
</tr>
<tr>
<td>WBE</td>
<td>Women Business Enterprise</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

1.1 Brief Overview of the Project

The Information Technology Division (ITD) is seeking consulting services to assist with migrating the Harbor Department’s existing, on-premise Oracle E-Business Suite (EBS) applications to Oracle Enterprise Resource Planning (ERP) cloud solution. Services will include assistance with system security, configuration of departmental ERP function in Oracle ERP Cloud Software as a Service (SaaS), implementation of Debt & Treasury (D&T) - SymPro software, deployment, post-implementation and as-needed maintenance support.

Depending on the proposed timeline, the duration of the contract awarded as a result of this RFP is expected to be three (3) years from the date of execution of the agreement.

1.2 The Port of Los Angeles

The Port of Los Angeles, Southern California’s gateway to international commerce, is located in San Pedro Bay, 20 miles south of downtown Los Angeles. This thriving seaport not only sustains its competitive edge with record-setting cargo operations, but is also known for its groundbreaking environmental initiatives, progressive security measures and diverse recreational and educational facilities.

The Port of Los Angeles encompasses 7500 acres, covers 43 miles of waterfront and features 27 cargo terminals, including container, dry and liquid bulk, breakbulk, warehouse and automobile facilities. Combined, these terminals handle approximately 176 million metric revenue tons of cargo annually. In 2020, the Port moved 9.2 million TEUs, the fourth busiest year on record despite being in the midst of a global pandemic.

The Port of Los Angeles has a strong commitment to developing innovative strategic and sustainable operations that benefit the economy and the quality of life for the region and the nation it serves. As the leading seaport in North America in terms of shipping container volume and cargo value, the Port generates 954,000 regional jobs and $35 billion in annual wages and tax revenues. A proprietary department of the City of Los Angeles, the Port is self-supporting and does not receive taxpayer dollars.

2. PROJECT DESCRIPTION

2.1 Background and Project Objectives

The Harbor Department currently uses Oracle ERP as its financial and purchasing management system. The ERP system includes the Oracle EBS, Planning
and Budgeting Cloud Service (PBCS) as well as other supporting products and custom-written programs and interfaces. The ERP system provides Financial Management, Procurement Management, Inventory and Cost Management, Workforce Management, Asset Management, Project and Grants Accounting, and Budget Management.

The Harbor Department is seeking to migrate the Department’s Oracle EBS financial system to a new Oracle ERP Cloud system in Government Cloud, including the cloud’s hosted Debt & Treasury (D&T) SymPro software as the Oracle ERP Cloud (SaaS) does not currently offer a module for D&T. These new cloud systems shall allow for new, enhanced, and improved functionalities for various modules. The Oracle Cloud system’s planned go-live date is set to be in July, 2022.

With the implementation of the Oracle ERP Cloud system, the Department expects to transform its overall business processes related to accounting and financial management. Therefore, the selected consultant is expected to understand the Harbor Department’s current business process, identify gaps in current practices, and make recommendations regarding how to both modify the current business process and implement new practices that will best leverage the system’s capabilities to facilitate best-in-class accounting and financial management practices through an ERP system.

This project is critical to Port operations; therefore, only proven and experienced implementers will be considered. Proposers must have experience with implementing at least ten (10) Oracle ERP Cloud migrations, including Oracle EBS to Oracle ERP Cloud migration.

The selected consultant shall work with super users, ITD and contracted Business Systems Analysts. Services provided on-site are subject to all current Los Angeles County Department of Public Health Officer Orders and all City of Los Angeles COVID-19-related Orders and Ordinances applicable at the time. The selected consultant may be able to perform some tasks described in the RFP’s Scope of Work from off-site, depending on the nature of the task and subject to the approval by the Harbor Department. Remote access may be provided for approved off-site work.

Off-shore resources are not permitted to be used on this project. Interviews will be conducted on-site or via web conference using Microsoft Teams. Any exception is subjected to Harbor Department approval. Key project individuals and those performing the tasks must attend all meetings as well as be available during our business/operating hours to facilitate a successful migration and knowledge transfer to Harbor Department staff.

2.2 System and Business Process Information

The current ERP system, Oracle EBS, is the core financial and purchasing system of the Harbor Department. It provides mission-critical functionality required to support the Department’s business operations, decision-making, timely reporting, internal controls, business process integration, and other information needs. These
Critical functionalities include Core Accounting, Planning & Budgeting, Procurement, Accounts Payable, Accounts Receivable, Grants & Project Management, Fixed Assets, and Warehouse Inventory and Cost Management, Debt & Treasury, and employee travel and business reimbursement expenses. The system contains Oracle EBS R12.1.3 and Oracle database 12.1.0.2. The infrastructure for current system resides on-premise and all servers run in a virtual environment. Current configuration consists of four environments: Production, Staging, Testing, and Development.

**Oracle ERP Software**

The Harbor Department Oracle ERP Software includes the following products:

- Oracle E-Business Suite (EBS), Release 12.1.3
- Oracle Planning and Budgeting Cloud Service (PBCS), Version 20.10.70

**Current Business Processes (Functional Area/Modules)**

To assist proposers in acquiring initial understanding, the chart below is a summary of the Harbor Department’s current business processes and challenges. Please refer to RFP Section 2.3 Scope of Work and 2.3.1.1 Functional Scope for the Harbor Department’s desired outcome.

<table>
<thead>
<tr>
<th>Financial Management</th>
<th>General Ledger (GL)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Have a 5 segment Chart of Accounts (COA) – fund/division/program/account/project</td>
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<tr>
<td></td>
<td>Only one major fund established – General Fund, additional funds are tracked at the account level, Harbor Department is a department to the City of Los Angeles (LA City)</td>
</tr>
<tr>
<td></td>
<td>Due to/Due from other City departments are manually entered into separate systems: one in the Harbor Department’s ERP system and the other in the LA City’s Financial Management System.</td>
</tr>
<tr>
<td></td>
<td>Not using shortcuts/alias, Cross Validation Rules are in place as well as dynamic insertion, however, there were many incorrect or invalid GL Account Combinations in the past that have been not been end-dated. These are then adjusted in the GL by adjusting journal entries.</td>
</tr>
<tr>
<td></td>
<td>Daily Subledger journals posting to GL</td>
</tr>
<tr>
<td></td>
<td>Monthly Close&gt;1 week cycle&gt;Payroll comes from LA City&gt;Payroll 2 weeks behind&gt;Enter accruals manually to close and reconcile it later</td>
</tr>
<tr>
<td></td>
<td>Using Financial Statement Generator (FSG)’s to generate reports (monthly, quarterly &amp; annually), want more granular P&amp;L by customer/berth/location, and functionality for drill down account analysis from financial statements, account balances to underlying transactions</td>
</tr>
<tr>
<td></td>
<td>Seeking improvements in reconciliations between GL and subledgers: AP, AR, Fixed Assets, Payroll, Projects</td>
</tr>
<tr>
<td><strong>Closing</strong></td>
<td>Closing&gt;Rolling Encumbrance only&gt;Budget resets every year AP closes before POs, Issues with Accruals Drill down issues&gt;Auditing takes time to resolve Cash Management&gt;Bank Recon&gt;Cash Position&gt;Cash Forecasting&gt;Cash Forecasting being done outside of system Utilizing Oracle Treasury for Debt and Investments, manual input, no outside interface with the bank Budgetary Control is set as absolute at the GL account level except for Balance Sheet Accounts and Travel Expense GL Accounts. Budgetary Control for project budgets is configured in the GL but is not used/updated Encumbrance Accounting is configured. Actual Journal Entries require approval. The Journal Batch Approval utilizes a custom table to derive the approver depending on the preparer. Budget transfers from one account to another, or one division to another requires 2 levels of approval, the Division Head, and the Budget Analyst.</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>Core Accounting/Financial Reporting</strong></td>
<td>The Department is not currently utilizing a comprehensive reporting tool like Oracle’s Enterprise Performance Reporting Cloud Service (EPRCS) for the creation of Budget or Accounting Books such as the Annual Budget Book or Comprehensive Annual Financial Report (CAFR). Various reporting tools within Oracle ERP &amp; EPM (Enterprise Performance Management) and Microsoft Office are utilized to create weekly, monthly, and annual Budget and Accounting Reports. Workflows to manage the creation of these documents are done utilizing e-mail and tracking features found with Microsoft Office (including track changes within Microsoft Word, spreadsheets for project tracking, or Microsoft Projects). Most figures and numbers for the various narrative reports are normally entered manually, however certain tables and charts are created directly within Planning (including SmartView) and ERP.</td>
</tr>
<tr>
<td><strong>Planning and Budgeting</strong></td>
<td>Currently using Planning and Budgeting Cloud Service (PBCS)</td>
</tr>
<tr>
<td><strong>Procurement, Purchasing and Inventory</strong></td>
<td>The Contracts and Purchasing (C&amp;P) Division is responsible for issuing Requests for Bids and Requests for Proposals for goods and services needed to support Harbor Department operations. C&amp;P also maintains the Warehouse which has various supplies used by Department personnel to support the Department. The Division is currently using the ERP system mainly to process purchase orders</td>
</tr>
</tbody>
</table>
and for inventory control in the Warehouse.

The system is not being used for professional service agreements (i.e., Professional Consulting and Construction) or any of the processes related to establishing an agreement. These processes are manual and handled outside of the system.

C&P must also track various metrics for contracts and agreements including, but not limited to, dollar amounts, location of businesses, subcontractor information, and business entity information (e.g. small, minority, women-owned, etc.). This information is currently being tracked in various Excel spreadsheets.

Vendors are set up and maintained by C&P. The Department uses a Vendor Maintenance form in Excel which is posted on the C&P Division’s website.

Budgetary Control and encumbrance accounting are in place for requisitions and purchase orders.

Perform retainage using complex PO for construction professional work.

<table>
<thead>
<tr>
<th>Accounts Payable (AP)</th>
<th>AP Staff performs Vendor Federal Tax Identification Number (TIN) Matching and Verification through IRS website and signs on the Vendor Maintenance form manually.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Invoices are manually received, reviewed, and approved before being entered into system. Vendors typically send an electronic copy of the invoices to the division contacts.</td>
</tr>
<tr>
<td></td>
<td>Divisions scan approved invoices and sends to a group e-mail for AP staff to process payments.</td>
</tr>
<tr>
<td></td>
<td>AP Staff has a process for monitoring vendor invoices received in this group e-mail to keep track of the invoices processed, returned to divisions for correction, among others. AP staff utilizes Microsoft Outlook folders in tracking invoices received in this group e-mail.</td>
</tr>
<tr>
<td></td>
<td>There are lots of invoices received without PO’s.</td>
</tr>
<tr>
<td></td>
<td>Notifications to AP staff not enabled when goods and/or services are received in the system.</td>
</tr>
<tr>
<td></td>
<td>3-way matching for vendor invoices are normally required. The processes are configured in the system.</td>
</tr>
</tbody>
</table>
Divisions enter requisitions as they receive invoices, AP staff converts approved requisitions into POs for non-merchandise purchasing POs or service agreements. C&P staff converts approved requisitions into POs for merchandise purchasing POs or agreements.

For service invoices, Risk Management checks for completeness, and validity of insurance requirements manually and approves POs in the system.

Leverage discounts when able.

Payments are made through the LA City’s FMS. Payment outbound file is created nightly through custom program. An electronic inbound file is received from the LA City’s FMS indicating the payments that were processed. AP Staff Verify/Reconcile this file with the previous day’s transmittal report generated by the custom program.

ACH payments and Refund payments are entered twice: in EBS and then in the LA City’s FMS for processing.

D&T and City’s Office of Finance perform additional approval of the ACH payment manually in the FMS.

Budgetary Control and encumbrance accounting are in place for invoices.

Minimum configuration to calculate Sales Tax and Withholding Tax on invoices. System is not configured to self-assess sales tax.

<table>
<thead>
<tr>
<th>Accounts Payable &amp; Travel/ Employee Reimbursement Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees or their assistants prepare a Purchase Requisition as part of pre-travel authorization. Once approved, AP staff convert the requisition to PO</td>
</tr>
<tr>
<td>Expense reports are submitted, approved and audited using standard EBS functionality.</td>
</tr>
<tr>
<td>Encumbrances on Travel PO are released by custom program using the reference data field on the Expense Report. There are issues on the encumbrances not being released timely due to existing process.</td>
</tr>
<tr>
<td>Utilize per diem but employee can choose to use or not&gt; Actuals cannot be higher than per diem&gt; this is a manual check now</td>
</tr>
<tr>
<td>Utilize P-Cards for purchases&gt; utilize reconciliation</td>
</tr>
</tbody>
</table>
| Grant Accounting | Tracking project/grants in EBS, sponsored & non-sponsored, Fed, State & City.  
Both one project-to-one grant and many projects-to-one grant  
Utilize funding pattern to automatically split for some but not for all>for ones they are not using have to manually adjust on back end  
Project/grant accounting has to be manually entered on all transactions – requesters need to know the source of funding  
SQL Database to forecast construction projects (PICS)  
Generating bills is manual by Engineering (not using billing rules), then recreated in Grant module>to AR>Invoice>Revenue received  
Currently capitalize projects into Fixed Assets  
All pass-through grants are tracked manually, want to recognize liability to Sub-recipient at year end  
Complex Excel sheet for expenses to date, outstanding grant amount, receivables with input from divisions. Want to do grant projections, currently too labor intensive  
Reporting and Dashboards are non-existent from EBS. Schedule of Expenditures of Federal Awards (SEFA) and other grant compliance reports are all manual |
|------------------|-------------------------------------------------|
| Project Accounting | Used as Project Ledger; utilizes project types capital-sponsored, non-capital sponsored and non-capital-non-sponsored.  
Integrated with Payables, supplier costs are interfaced in Projects automatically.  
Payroll from external system is imported into Projects using custom interface program and comes in as Miscellaneous Transactions. Payroll Cost is burdened using standard EBS Projects functionality; however, the burden cost is summarized by week, and not by employee.  
Inventory issues into Projects are done using a custom Move Order process (see Warehouse Inventory process).  
Budgetary Control is not utilized. Engineering Division uses a custom legacy system called PICS to track project costs against capital budget. At the end of the project, or closing of capital project, |
<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Engineering Senior Management Analyst</td>
<td>reconciles Project Cost with PICS and submits a paper form to Accounting. Fixed Assets Accountant closes the projects and capitalizes the asset from projects based on A-500 Engineering Work Order form (A-500 form). Fixed Assets accountant creates miscellaneous transactions in Project Module to move cost from one task to another based on the A-500 form. Issues exist with Projects to GL reconciliation. Does not have historical cost prior to EBS implementation. Only balances were converted. For capital projects with start date prior to period SEP-2012 and are yet to be capitalized, Engineering MA has to refer to PDF copies of the legacy Work Order/GL reports to validate these costs.</td>
</tr>
<tr>
<td>Debt &amp; Treasury</td>
<td>The debt module is a part of the Oracle EBS. It only provides staff with limited control of debt operations. For one, once bond entry data is keyed into the system it cannot be edited but instead the entire bond issue must be re-entered if a data modification is needed. In addition, the ability to amortize using effective interest rate method is unavailable, only straight line resulting in using separate spreadsheets to calculate effective interest then manually entered. Time consuming monthly reconciliations are manually entered into the Oracle subsequent to a bond issue entry for the life of the bond. If an error is discovered later, such as principal payment due on refunded bonds, it cannot be modified. Research is required on such items generated automatically requiring manual adjustments in Oracle to correct the discrepancies for the life of the bond. Current number of users: 5-10</td>
</tr>
<tr>
<td>Fixed Assets (FA)</td>
<td>Only full accrual&gt;one fixed asset book The object code, type of transaction and value determines whether transaction flows through to FA – using delivered AP to FA process and Projects to FA process Asset transfers from other City of LA departments are manual using Mass Additions Asset transfers to other City of LA departments are done through asset retirement in the ERP, and ownership is transferred.</td>
</tr>
</tbody>
</table>
Intangible assets are maintained in an Excel spreadsheet. The related amortization is also tracked in the same spreadsheet and a manual journal entry is prepared to book the amortization.

Fixed Assets to GL reconciliation is maintained in an Excel spreadsheet.

Manual journal entries are prepared for capital projects where work has been completed, but Engineering division is completing all the paperwork to approve capitalization.

<table>
<thead>
<tr>
<th>Warehouse Inventory</th>
<th>Large PO’s issue with splitting out&gt;have to manually update each one&gt;not leveraging categories for defaults</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Physical Inventory is done every other year Issues when they change category</td>
</tr>
<tr>
<td></td>
<td>Use customized Move Order screen to control Project, Task, Expenditure Org and Expenditure Type account string associated with inventory issues to Projects.</td>
</tr>
<tr>
<td></td>
<td>Inventory returns are manual and not well tracked</td>
</tr>
<tr>
<td></td>
<td>Do not use replenishment orders for the main warehouse</td>
</tr>
<tr>
<td></td>
<td>Pick up from warehouse only, no drop ship</td>
</tr>
<tr>
<td></td>
<td>Want to track HazMat locations and categories</td>
</tr>
<tr>
<td></td>
<td>About 2,000 SKUs, need cleanup, use Loftware for label printing and bar coding</td>
</tr>
<tr>
<td></td>
<td>Want to have details of inventory issue in GL Account Analysis</td>
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<tr>
<td></td>
<td>Pending inventory transactions do not prevent closing of Inventory Accounting period.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Accounts Receivable</th>
<th>Most invoicing is for Port revenue&gt;utilize Klein system</th>
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<tbody>
<tr>
<td></td>
<td>Import customers and billing from Klein (master)&gt;Klein does the bill but not remittance (done in EBS) &gt;EBS receives the revenue</td>
</tr>
<tr>
<td></td>
<td>Approximately100 invoices daily, beginning of month can be 400-500</td>
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<tr>
<td>Statements come out of Oracle</td>
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<td>-------------------------------</td>
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<tr>
<td>Leveraging the Lockbox functionality</td>
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<tr>
<td>Post to GL daily</td>
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<tr>
<td>Aging reports are all custom used to manually create a dashboard</td>
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<tr>
<td>Uses late charge/penalty capabilities of Oracle</td>
<td></td>
</tr>
<tr>
<td>Misc. Invoices: Grants (see grant section), Accommodation W/O: tracked in Projects, billed through Klein (2 -10 /mo), Temp Entry &amp; Use permits</td>
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<tr>
<th>Human Resources</th>
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<tbody>
<tr>
<td>Basic configuration of HRMS (Human Resources Management System) to support workflow functionality.</td>
</tr>
<tr>
<td>Interface to export new employee information from HDTIME (Department's Time Keeping System) and create the HR employee record in Oracle EBS. The detailed description of this interface is available in the APPENDIX B - LAHD ERP CLOUD INTERFACE REQUIREMENTS (IN-006 HDTIME EMPLOYEE INFO INBOUND INTERFACE).</td>
</tr>
<tr>
<td>Manual input/update certain employee information such as e-mail, organization, job class title, etc. after receiving e-mail update from HR Division.</td>
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</tbody>
</table>

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<thead>
<tr>
<th>Cost Management</th>
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<tbody>
<tr>
<td>Inventory transfer/issues to projects are costed at perpetual average cost.</td>
</tr>
<tr>
<td>When quantity correction needs to be made, Cost Accountant has to manually adjust the cost to make sure there are no discrepancies.</td>
</tr>
<tr>
<td>At month-end close, period end accrual is run based on purchase orders with receipts with no invoice.</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Asset Management</th>
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</thead>
<tbody>
<tr>
<td>• Inventory Management</td>
</tr>
<tr>
<td>• Mobile Supply Chain</td>
</tr>
<tr>
<td>• Motorola Handheld Bar Scanner</td>
</tr>
<tr>
<td>• Zebra Label Printer</td>
</tr>
<tr>
<td>• Loftware Version 11.1</td>
</tr>
</tbody>
</table>
Supporting Infrastructure/Technology Stack

- OVM version 6.9
- Windows 10
- Oracle Linux Server release 6.9
- Oracle Application Server 10.1.3.5.0
- Oracle Database Enterprise Edition 12.1.0.2
- Oracle WebLogic Server 12.1.3
- Oracle Internet Developer Suite 10g
- Oracle Application Management Suite for EBS Version 12.1.3
- Approval Management Engine (AME)
- Oracle Data Integrator 11g
- Oracle Workflow
- Oracle Reporting Tools such as Oracle Reports, BI Publisher, etc.
- PL SQL
- XML
- Toad for Oracle

Customizations

The Department Oracle EBS system currently has the following customizations:

<table>
<thead>
<tr>
<th>Program Type</th>
<th># of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interfaces</td>
<td>17</td>
</tr>
<tr>
<td>Reports</td>
<td>96</td>
</tr>
<tr>
<td>Alerts</td>
<td>4</td>
</tr>
<tr>
<td>Personalization</td>
<td>43</td>
</tr>
<tr>
<td>Workflow</td>
<td>20</td>
</tr>
<tr>
<td>AME Rules</td>
<td>33</td>
</tr>
</tbody>
</table>

Interfaces

Oracle EBS system imports/exports data through interfaces to Financial Information System from the City and to different financial institutions to process invoices, bank statement, and receipts. There are also interfaces to different systems from within the Department. These interfaces jobs are either scheduled or manually run. Listing and detailed interface descriptions are included in the APPENDIX D – TECHNICAL REQUIREMENTS document.

Internal Harbor Department Systems:
- HDTIme – Hess and Associates Custom Time Reporting System for the Harbor Department.
- KleinPort Billing System – application from Klein Systems Inc. which provides port-industry revenue and bill processing.
- PICS – Custom Project Information Control System which tracks capital projects.
External Systems:
- City’s Financial Management System (FMS)
- Various financial institutions

System Support

Oracle EBS system provides full visibility by hosting the application and database on premise. We utilize Oracle EBS out-of-the-box features for tasks that allow IT staff to monitor the system’s overall health and performance, and to troubleshoot system issues. These tasks include: user accounts management, creation/customization of workflow and reports, data extraction, and accessibility of log files, and system configurations.
Operating Statistics

Presented below are some key operating statistics that represent the scope and magnitude of the current operating environment at the Department. Unless otherwise indicated, all numbers are annual.

### Revenue/Expenses Fiscal Year 2020/21 Adopted Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenue</td>
<td>$460 Million</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$278 Million</td>
</tr>
<tr>
<td>Capital Budget</td>
<td>$190 Million</td>
</tr>
<tr>
<td>Total Personnel</td>
<td>999 Full-time Employees</td>
</tr>
<tr>
<td>TEUs (Container Cargo Units – Twenty Foot Equivalent Units)</td>
<td>7.9 Million</td>
</tr>
<tr>
<td>Payroll cycle</td>
<td>Biweekly Pay – 26 periods</td>
</tr>
<tr>
<td>Accounting periods</td>
<td>July 2020 – June 2021: 13 Accounting Periods</td>
</tr>
</tbody>
</table>

### Transactions

<table>
<thead>
<tr>
<th>Item</th>
<th>Number</th>
<th>Item</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/P - Accounts Payable Transactions</td>
<td>16,700</td>
<td>Journal Entries</td>
<td>844 Manual and Spreadsheet Entries</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>300 Budget Transfer Entries</td>
</tr>
<tr>
<td>A/R - Accounts Receivable Transactions</td>
<td>17,500</td>
<td>Purchase Orders (combined, commodities, professional services)</td>
<td>11,820 POs</td>
</tr>
<tr>
<td>Number of Lines in A/R Billings</td>
<td>Between 1 and 118 lines, Average is about 5 lines per transaction</td>
<td>Number of Lines in Purchase Orders</td>
<td>Between 1 and 148 lines, Average is 6 lines per POs</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td>9,000 active</td>
<td>Personnel Changes</td>
<td>Monthly for employment onboarding, termination, and/or promotion</td>
</tr>
<tr>
<td>Number of Vendors in the Master File</td>
<td>2,321 Active Vendors, 4,145 Active Vendor Sites</td>
<td>Projects</td>
<td>2,282 Projects, 220 Capital Projects, 2,062 Non-capital</td>
</tr>
<tr>
<td>Number of Customers Accounts (A customer may have multiple accounts)</td>
<td>5,235</td>
<td>Inventory Move Orders to Projects</td>
<td>Move Orders – 3,689 Move Order Lines – 10,170</td>
</tr>
</tbody>
</table>
2.3 Project Scope of Work

The scope of work shall include, but not be limited to, the following items listed below to provide a comprehensive Oracle ERP Cloud solution:

2.3.1 Migrate EBS functions to Oracle ERP Cloud (Government Cloud) and Transform Business Processes

The consultant shall migrate the Department’s Oracle EBS financial system to a new Oracle ERP Cloud system in Government Cloud, including the cloud’s hosted Debt & Treasury (D&T) SymPro and implementation of new, enhanced, and improved functionalities for various modules.

The primary goal in moving to the Oracle ERP Cloud is for the Harbor Department to improve its overall accounting and financial management practices by adopting business processes that align with the standard utilization of the Oracle ERP Cloud product and requirements of government enterprise agencies. Current business processes within the Harbor Department, and configurations within the Department’s current Oracle EBS financial system, may not properly align with the new system’s requirements, and will therefore need to either be revised, or completely replaced.

In accordance with this primary goal, the consultant shall use its knowledge and expertise of the Oracle Cloud ERP product to recommend best practice modifications that transform the Harbor Department’s current business practices that align with the most effective utilization of the Oracle Cloud ERP product in accordance with its system requirements.

Therefore, the consultant’s implementation and migration plan should be designed to maximize the adoption of all best practices and system enhancements that are available within the Oracle Cloud ERP product, which may not have been available within or utilized within the Harbor Department’s current Oracle EBS system.

With the implementation of the Oracle ERP Cloud system, the Department expects to transform its overall business processes related to accounting and financial management. Therefore, the selected consultant is expected to understand the Harbor Department’s current business process, identify gaps in current practices, and make recommendations regarding how to both modify the current business process and implement new practices that will best leverage the system’s capabilities to facilitate best-in-class accounting and financial management practices through an ERP system.

While designing process improvements, the consultant shall describe the impact of proposed business process updates and additions as to how they will impact departmental operations (including compliance requirements with current policies and internal control; and staff requirements as well as duties), and provide for the most efficient business outcomes. When possible, consultant should propose alternatives to achieve the desired business outcomes.

Major outcomes that should be accomplished in the Oracle Cloud ERP implementation include, but are not limited to, the following:

1. Improve overall reporting including, but not limited to, standard reporting,
reporting within individual user workbenches, ad-hoc reporting, dashboard/infolet reporting, and creation of published financial reports including financial statements with related notes and budget books;

2. Improve overall management of Departmental contracts and vendors, as well as permits/leases and customers such as improving internal control process of ordering goods from the warehouse and ability to track SBE/MBE/WBE participation;

3. Improve procure to pay processes while adhering to effective internal controls, including streamlining and monitoring the workflows from requisitions to purchase orders/agreements (encumbrance), from invoices to payments (actual expenses), and enforcing three way matching rule;

4. Streamline the month/period end and fiscal year end closing processes including reconciliations between general ledger and sub ledgers, fluctuation analysis, and budget-to-actual analysis;

5. Allow for management reporting outside of the standard financial reports, such as line of business profitability and customer profitability and invested capital;

6. Improve accounting processes, budgetary control, and reporting to accommodate for different appropriation categories such as Operating, Non-Operating, and Capital expenditures;

7. Improve direct cost methodologies to reduce reliance on cost allocation methodologies; and

8. Provide functionality to automatically accumulate project/grant-related transactions to include full as well as periodical project and grant reporting (e.g. inception to date and monthly or annual reporting).

2.3.1.1 Functional Scope

The Harbor Department would like to leverage the Cloud and implement relevant business transformations that may be included but are NOT limited to the list below. If the consultant believes that any of the below transformations could be improved, enhanced, or eliminated, the consultant should identify them and provide appropriate recommendations within their proposal.

<table>
<thead>
<tr>
<th>#</th>
<th>Application</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FS01</td>
<td>Core Accounting / Financial Reporting</td>
<td>For Oracle ERP Cloud (OC) implementation, it is expected that all current critical functionalities will be available after the implementation by utilizing the OC seeded functionalities or improved work around solutions. With the implementation of EPRCS the Department would like to utilize all features of the module. This would include, but is not limited to: 1. Pointing all types of reports, including narratives,</td>
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<tr>
<td>#</td>
<td>Application</td>
<td>Description</td>
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<tr>
<td></td>
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<td>tables, and charts directly to ERP and EPM (Enterprise Performance Management) source data so that figures can be automatically updated to the figures within the source systems; 2. Workflow and employee assignment features that allow documents to be assigned to specific Department staff, whereby staff members can we working together on documents and changes/updates by all users are tracked and recorded within the module; 3. Ability for Staff to communicate with each other through the module with notes and chats about specific documents, 4. Capability for EPM type reports to be generated against ERP data like is done against PBCS data today. 5. Capability to maintain report version control. 6. Generate profitability and invested capital report for lines of business as well as customer level, enabling capture customer-specific revenue and direct expenses in the other Cloud applications such as Receivables, Payables, Projects, Purchasing, Expenses and Fixed Assets.</td>
</tr>
</tbody>
</table>
| FS02 | Debt & Treasury | The consultant shall implement D&T SymPro software to achieve the functionality stated below:  
The Department maintains portfolios of both long-term bonds, and short-term debt in the forms of commercial paper and bank revolving lines of credit. Additionally, the Department manages cash reserves that are invested according with the permitted investments of bond indenture.  
In addition to issuing new debt, the Department refunds eligible bonds to achieve savings. At the time of transaction, the Department may release funds from the invested reserves toward the transaction to lessen borrowing and therefore may need to liquidate portion of invested reserves prior to maturity.  
The ideal Debt and Investment modules must be able to allow and accommodate for all scenarios listed above and provide for entries related to such transactions.  
Generate related journal entries from transactions created in Sympro and enable interfaces to Oracle Cloud Financials. |
<table>
<thead>
<tr>
<th>#</th>
<th>Application</th>
<th>Description</th>
</tr>
</thead>
</table>
| FS03 | General Ledger    | • Review Chart of Accounts and make necessary adjustments to support Department’s current and future operations  
• Leverage COA hierarchy and tree functionality  
• Streamline close, automated other accruals, utilize allocations to generate applicable recurring journal entries  
• Automate Due to/Due from other City departments  
• Leverage Best Practices in SLA rules and validations  
• Enable Analysis, Reporting and Dashboards - Use SmartView (MS Office integration), infolets, and all available reporting capabilities within ERP cloud.  
• Implement EPRCS - CAFR development/collaboration tool (EPM bundle)  
  o assign sections of CAFR to leads  
  o workflow approval  
  o check out capabilities to enforce version control  
  o automated consolidation of sections  
  o live database link to MSOffice docs from ERP and PBCS data sources  
• Manage Close process and Component unit consolidations (FCCS – EPM Bundle)  
• Manage reconciliations to external systems (ARCS – EPM Bundle) Integration with Debt and Treasury Management (SymPro) |
| FS04 | Accounts Receivable | • Leverage cloud smart receipts for better matching of invoices to receipts  
• Master data cleanup and consolidation of Customer records  
• Provide immediate reporting and analysis including dashboards  
• Automate the Klein/Cloud ERP Integration  
• Capture supporting reference information for enhanced reporting (i.e., Vessel Name, Berth Number, TEU, Agreement Number, Sales Credit to respective Marketing Division etc.)  
• Leverage standard late charge/penalty capabilities out of Oracle  
• Enable capturing lines of business and customer-specific level revenue and penalty charges  
• Functionality for generating activities/transactions reports for individual customers as well as a group of customers. |
<p>| FS05 | Accounts Payable  | • Eliminate manual processing, review, matching &amp; approval of invoices |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Application</th>
<th>Description</th>
</tr>
</thead>
</table>
|    |                                   | • Enter invoices into system as soon as received  
• Allow workflow and systematic matching to streamline invoice processing – once invoice is approved; budget checked and matched the system will automatically pick it up for payment processing  
• For service invoices, incorporate or integrate Risk Management determination of completeness and validity in the invoice approval process  
• Eliminate storing of paper invoice packets  
  o Scan and attach original invoice to the invoice in the system or utilize the provided OCR capabilities for invoice processing  
  o Use OCR to automatically scan and create invoice in system and attach original scanned copy to the transactions (Automated Invoice Processing which comes with Oracle Payables)  
  o Utilize included *machine learning* for invoice processing to reduce errors and time to process invoices  
  o DocuSign  
• Provide vendors with self-service access to payment statuses and enable them to submit invoices online (Supplier Portal)  
• Capture sub-contractor spend from Prime contractors (develop using Oracle Application Composer) – Implement delivered Retainage/Complex PO functionality *once released*  
• Automate payment process and integration with City FMS system  
• Enable Analysis, Reporting and Dashboards and KPI’s for AP/Payment Processors  
• Enable sales and use tax functionality including self-assessment and configure multiple sales tax rate applicable.  
• Enable state and federal withholding tax according to California regulations.  
• Enable retainage for construction professional invoices  
• Enable capturing lines of business and customer-specific level direct expenses |
| FS06 | Accounts Payable & Travel/Employee Reimbursement Expense | • Manage T&E in integrated expense module with Travel/Spend Authorization and encumbrance features included with Oracle Expenses  
• Utilize delivered Per Diem capabilities to automate the management of Per Diem rules.  
• Configure City of LA Travel policies in Oracle Cloud to streamline expense audit processes; integrate |
<table>
<thead>
<tr>
<th>#</th>
<th>Application</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>compliance to policies as part of approval workflow process.</td>
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<tr>
<td></td>
<td></td>
<td>• Continue to issue and manage P-Card transactions, configure P-Card transactions as corporate card</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Utilize Cloud Expense for employee reimbursements</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Implement Oracle Digital Assistant to make it easy to submit expense items</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable Analysis, Reporting and Dashboards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable capturing lines of business and customer-specific level travel and employee reimbursement expenses</td>
</tr>
<tr>
<td>FS07</td>
<td>Fixed Assets</td>
<td>• Setup or upload all assets in Oracle Cloud Assets including tangible and intangible assets</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Create appropriate schedules for CAFR (Comprehensive Annual Financial Report) presentation, i.e., Asset Roll-forward schedule</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Leverage asset categories to define defaults such as locations, HAzMat</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Automate the asset transfer to and from other City of LA department’s process as much as possible</td>
</tr>
<tr>
<td>FS08</td>
<td>Warehouse Inventory</td>
<td>• Leverage fully integrated Financials/Procurement/Projects/Inventory Cloud solution; use standard Inventory Management functionality to issue and return materials to and from Projects</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Integrate mobile inventory by leveraging RF Smart (integrated to Oracle Cloud Inventory)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Integrate fully automated replenishment – Inventory/Procurement Integration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable Analysis, Reporting and Dashboards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable capturing invested capital at the lines of business and customer-specific levels</td>
</tr>
<tr>
<td>FS09</td>
<td>Project/Grant Accounting</td>
<td>• Migrate to the projects/grants system in Oracle Cloud</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Automate the allocation process.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable instant reports and dashboards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Utilize application reporting tools to build out the SEFA.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Automatically accumulate project/grant-related transactions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Automate billing invoices and AR entries - as monies are received, they can be automatically applied to outstanding invoices</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable full project and grant reporting (e.g. inception to date reporting)</td>
</tr>
<tr>
<td>#</td>
<td>Application</td>
<td>Description</td>
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<tr>
<td></td>
<td></td>
<td>• Set up allowable indirect cost calculations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide Analysis, Reporting and Dashboards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable Non-Construction Projects tracking – Project Management</td>
</tr>
<tr>
<td>FS10</td>
<td>Project Accounting</td>
<td>• Migrate all projects and project types in Oracle Cloud</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Migrate all transaction data from Oracle EBS to Oracle Cloud, with references to transaction IDs or transaction numbers.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Allow upload or attached project documents as part of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Implement Budgetary Control on Capital Projects and Indirect Projects needing budgetary control, by project year, and project life</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable integration of MaintStar, a legacy work order request system, to tie to related Project, Task and Expenditure Org</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable capturing invested capital at the lines of business and customer-specific levels</td>
</tr>
<tr>
<td>FS11</td>
<td>Procurement</td>
<td>• Automate the entire process: Requisition to Check</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Leverage Workflow for all approvals</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable instant analysis and dashboard reporting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Improve Internal Order process from warehouse</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Utilize best practices such as punch-out, blanket purchase agreements and commodity codes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable ability to use electronic signatures – requires DocuSign subscription</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Consider using fully integrated Sourcing and Contract Management – enormous integration benefits</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Allow vendors to maintain their information, update their item catalogues and inquire online about payment statuses (Supplier Portal)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Rate vendors and use that information in the sourcing process – track certification requirements (Supplier Qualification Management)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Allow SBE/MBE/WBE tracking</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable Reporting, Analysis and Dashboards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Implement Core HR (for Approval Workflow)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Allow use of complex PO for construction professional services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Allow freight estimates on the Purchase Orders</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enable capturing orders at the lines of business and customer-specific levels to facilitate invoice and payment processing at these levels</td>
</tr>
<tr>
<td>FS12</td>
<td>Human Resources</td>
<td>• Configure Work Structure, Division/Cost Center</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Import employee information from the City’s new</td>
</tr>
<tr>
<td>#</td>
<td>Application</td>
<td>Description</td>
</tr>
<tr>
<td>----</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>payroll system (Workday)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Assign Division to employees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Import employee hierarchy, i.e., Manager and direct reports from Workday</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Import Job or Position from Workday</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Import changes in employee status, positions, and managers, to avoid manual inputs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Utilize HCM (Human Capital Management) to manage security access, user roles, approval workflow</td>
</tr>
<tr>
<td>FS13</td>
<td>Cost Management</td>
<td>Implement GAAP compliant method of costing, best practice on Inventory transfer to projects.</td>
</tr>
</tbody>
</table>

For Functional requirement details, refer to **APPENDIX A – FUNCTIONAL REQUIREMENTS** document.

2.3.1.2 Technical Scope

<table>
<thead>
<tr>
<th>#</th>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
</table>
| TS01 | Workflow | The consultant shall review the Department’s current business workflows and AME (Approvals Management) rules to ensure all Department requirements are met. In addition, the consultant shall assist in streamlining the process and eliminating processes that are no longer required in the Oracle ERP Cloud.  

All current workflow and AME rules are listed in the **APPENDIX E – WORKFLOW AND AME RULES** document.  |
| TS02 | Reports | The consultant shall perform detailed assessments of the existing Oracle EBS custom reports, provide recommendations and implement any required reports that align with the business transformation for the Department’s ERP Cloud system.  

Consultant shall create a “Comprehensive Funds Available Report” that includes details for Encumbrances and Actuals including requisition ID, PO ID, Invoice ID, Vendor ID & Description, Receipt ID, and Payment ID. Report needs to include Budget, Encumbrance, and Actual totals by account string with associated details listed above.  |
| TS03 | Interfaces | The consultant shall design and implement all interfaces listed in the **APPENDIX B - LAHD ERP CLOUD INTERFACE REQUIREMENTS** document and any  |
additional integrations, if needed for business transformation.

These new interface designs should be flexible enough to support existing systems such as FMS, KLEIN and PICS, and as well as accommodate any possible future changes to the external systems.

Implement direct interface with PBCS, as opposed to current flat file load. Interface will export chart of accounts, actuals, encumbrances, and adjusted budget info to PBCS, and import adopted budget info from PBCS.

| TS04 | Network Security | The implemented ERP Cloud system shall:  
|      |                  | • Utilize encryption at ingress and egress points in addition to data at rest. Multi-Factor Authentication (MFA) shall also be available and enabled for user access.  
|      |                  | • Align policies, procedures and security controls with ISO 27001 standards as stated in APPENDIX C - SECURITY CLAUSES FOR SUPPLIER AND PARTNERS - CLOUD document. |

| TS05 | System Support | Implement/configure all the necessary tools and features for the Department’s IT team to perform tasks on user-support, system monitoring, system performance, and administration, including but not be limited to:  
|      |                  | • Authentication  
|      |                  | • Data access  
|      |                  | • Reporting  
|      |                  | • File transfer  
|      |                  | • Visibility to authentication  
|      |                  | • Cross Browser compatible (IE, Edge, Chrome, Firefox, Safari, and mobile devices, etc.)  
|      |                  | For more details, refer to the APPENDIX D - TECHNICAL REQUIREMENTS document - System Support tab. |

| TS06 | Data Migration - Technical | The consultant shall perform current EBS assessment and analysis to propose and implement data migration strategy including but not be limited to:  
|      |                  | • Identify the data and benchmark to be migrated  
|      |                  | • General Ledger Balances (10 years)  
|      |                  | • Adopted and Adjusted Budget Balances (10 years)  
|      |                  | • Active Customers & Suppliers  
|      |                  | • Open AR & AP Invoices  
|      |                  | • Inventory Items, On Hand Balances  
|      |                  | • Active Fixed Assets  
|      |                  | • Open Purchase Orders |
2.3.1.3 Documentation/ Knowledge Transfer

The consultant shall provide detailed documentations and knowledge transfer to ensure that the Department staff can continue operational responsibility for the delivered solution. The consultant shall provide documentation in electronic format of all materials, manuals and worksheets used for the installation and/or implementation of the solution, as well as the operation. Documentation should be based on the Department’s Production module ERP Cloud setups and configurations.

At minimum, documentation should include:

- Administrator Guide
- Business Process Improvement (BPI) Documentation
- Data Conversion and Migration Documentation
- End User Guide
- Functional Setups and Configurations
- Interface Design
- Report Design
- Technical Setups and Configurations
- Workflow Design

2.3.1.4 Change Management

As the implementation and adoption of business process changes will be vital to the success of the project, the consultant shall provide overall change management administration throughout all stages of the project. Communication between the consultant and Department regarding business process initial recommendations through their final adoption will be required, and all final adopted change shall be codified in written documentation as well as through implementation within the actual Oracle Cloud ERP production environment. The consultant’s change management leader should be able to explain and communicate business process changes and their associated requirements to individuals throughout the Harbor Department including to executive managers, division heads, subject matter experts, and end-users.

The consultant shall provide guidance and mentor the project core team to successfully implement the overall business transformation and system changes for the Harbor Department.

2.3.1.5 Training

The consultant shall provide formal training and change management for both functional and technical staff to effectively transition to the new Oracle ERP Cloud system.
The consultant shall offer classroom-training sessions at the site agreed upon by the Harbor Department and the consultant. Training should include written user manuals and must be delivered by an instructor on-site. Training services provided are subject to all current Los Angeles County Department of Public Health Officer Orders and all City of Los Angeles COVID-19-related Orders and Ordinances applicable at the time. The training shall also be available as on-line computer-based training sessions. Training should be based on the Department’s ERP Cloud setups and configurations; and segmented into the following groups of users:

- Super users (approximately 35-40)
- System administrators (5-8)
- Workflow approvers (70-90)
- Other end users (370-390)

2.3.1.6 Post Go-Live Support

The consultant shall provide post Go-Live implementation support. Tasks must be outlined and approved by the ITD’s Project Manager.

2.3.2 Software/Subscription/Hosting

The consultant shall provide any proposed software, subscription, equipment, or hardware for the project such as:

- Oracle ERP Cloud Subscription
- Cloud Access Security Broker (CASB)
- SYMPRO Treasury Management Software and hosting
- Oracle Guided Learning and Managed Service
- Oracle Cloud Training subscription for super users, system administrators, and Subject Matter Experts (SMEs)
- Adobe Sign/DocuSign
- Others that are included in your proposed solution

2.3.3 As-needed ERP Cloud Maintenance and Support

The consultant shall provide as needed Oracle ERP Cloud maintenance and support services following post implementation support for stabilization of the Department’s ERP Cloud. Tasks must be outlined and approved by the ITD’s Project Manager.

For each of the services proposed, explain service levels that are used to guarantee performance for the Department through the proposed hosting agreement.
2.3.4 Historical Data Access/Archive

The consultant shall perform assessment and implement a data archive and historical data access solution to both current on-premise EBS system data and prior EBS data stored in MS SQL Server 2012. The solution should take into consideration for future data warehouse migration to cloud and the ability for end users to access the data via reporting tools and/or Web API for reporting purposes.

Current data size on SQL server: 26 GB
Current data size on Oracle EBS system: approximately 700 GB (DB server), 135 GB (App server). Growth rate per year: 12%

2.3.5 Support of Existing On-premise Oracle EBS

The consultant shall provide services required to keep on-premise Oracle EBS system running and meeting the Harbor Department’s requirements during the cloud migration. Functional support includes, but not be limited to, application usage, problem determination and resolution; support for architectural, design, integration and operational issues; data interface issues with other applications; patching; upgrades; documentation, knowledge transfer to the Department staff, design and development; and related services.

Technical support includes services to assist the IT Division staff, including 24x7 system monitoring, software programming, bug fixes, database support, technical training. In addition, the consultant shall work with Oracle Advanced Customer Services (ACS) to apply any critical patches required to maintain the current Oracle EBS R12.1 during the Oracle ERP Cloud Migration. These services also include support due to changes in external systems that are connected to the EBS system.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

One (1) digital copy (PDF) of your proposal must be submitted at or before 3:00 p.m. Pacific Standard Time on Thursday, March 18, 2021 to:

Fansley@portla.org
Subject: Oracle ERP Cloud Implementation RFP Submission

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 received on or before the deadline set forth above.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that
additional written material outside of such proposal shall not be considered by the 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.

3.2 Evaluation Process and Selection Criteria

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

Selected proposers will be contacted to arrange interviews with the evaluation committee either on-site or via web conference using Microsoft Teams. Interviews conducted on-site are subject to all current Los Angeles County Department of Public Health Officer Orders and all City of Los Angeles COVID-19-related Orders and Ordinances applicable at the time. 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.

3.3 Proposal Content

The following items shall be included in your proposal:

3.3.1 Cover Transmittal Letter

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

3.3.2 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. Include information regarding your firm’s experience involving the size and level of complexity of the proposed projects. Also, include a completed Firm Skills Assessment Form provided
in this RFP (Attachment 1 – Firm Skills Matrix) and a completed Company Background (Attachment 2 – Company Background). Qualifications and experience for proposed subconsultants should also be included.

Client reference information should include the following:

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

The Harbor Department reserves the right to contact the client references to verify the information or to solicit comments.

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

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

3.3.3 Project Organization, Personnel and Staffing

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

☐ Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff
☐ Identify the Project Manager for the proposed services
☐ Complete resumes should be provided as part of an appendix to the proposal
☐ Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Department’s Project Manager and supervision of project team staff
☐ Indicate the on-site availability for Project Manager as well as other staff during the lifetime of the project
☐ Staff Substitutions NOTE: No staffing substitution will be allowed on this project without: 1) prior written notification to the Harbor Department Project Manager, 2) the Harbor Department Project Manager’s review of the qualifications of the proposed substituted staff member, and 3) express written approval by the
Harbor Department Project Manager of the substitution. The Harbor Department Project Manager must approve any staffing substitution in advance of that individual’s work on this project. Work conducted by staff not approved by the Project Manager will not be compensated.

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

3.3.4 Project Approach and Work Plan

3.3.4.1 Overview of Proposed Project Approach

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

☐ Project Approach:

- **Business Process Transformation**: Describe in detail how business process transformation, in alignment with the best practices and requirements of both government enterprise agencies and Oracle ERP Cloud, will be accomplished.
- **Methodologies**: Describe as appropriate the methodologies applied throughout the project. Present the systems implementation methodology utilized in your proposed approach.
- **Toolkits**: Describe any toolkits or strategies used to support final system design and configuration.
- **Technical Capabilities**: Describe how the technical capabilities of the proposed project team are applied to various aspects of the project approach.
- **Change Management**: Describe how change management is incorporated into the overall project approach. Describe the change management approach used to gain user acceptance and control costs.
- **Gap Fit Analysis**: Describe the approach to the gap-fit analysis, business process analysis, and business process modeling.
- **Interfaces**: Describe the approach to accomplishing the interfaces required by the scope of work (as per APPENDIX B - LAHD ERP CLOUD INTERFACE REQUIREMENTS). Describe any tools or methodologies you will utilize to accomplish the interfaces.
- **Total Cost of Ownership**: Describe how the approach will minimize Total Cost of Ownership over the lifecycle of the proposed ERP Cloud Solution.
- **Data Migration and Archive**: Describe the approach to data migration from on-premise Oracle EBS system to the Oracle ERP Cloud system (Describe your firm’s experience with data migration and archive, including a proposed approach for end users running reports on historical data).
- **Training**: Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site
training and web training services for the core project team, workflow approvers, system administrators, super users, end users, and technology personnel.

- Explain any roles and responsibilities the Department is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.

3.3.4.2 Work Plan

Provide a narrative which shows your firm’s understanding of the project’s requirements and documents a logical technical approach to the project scope of work.

Present a detailed work plan and work breakdown structure for carrying out the implementation scope of work. Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.

Discuss the proposed project implementation phasing rationale and approach. Identify the extent of on-site work being proposed for design, implementation, testing, system turnover, and training. If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed. Present the Work Plan and Work Breakdown Structure as follows:

- Using the scope of work presented in this RFP, present a narrative work plan detailing major tasks and subtasks and the work to be conducted in each. Include the results and deliverables/milestones for each major task and subtask.
- Provide a Work Breakdown Structure (WBS) identifying each phase, task and subtask. For each task and subtask, detail the number of hours by staff level.
- Provide test scripts based on the functional requirements and system design document that require successfully completion of each item in scope and the setup of the system.
- List and describe all proposed software products that will be delivered as part of the project and if the Department will need to maintain/host the software on its servers. If software is sold by module, proposer must explicitly state the software module name and versions that are proposed.
  - Describe proposed services for hosting including:
    - Information on the specific hosting services provided
    - Help desk support services
    - Application support
    - Operational support services
    - Technology infrastructure services
    - Disaster recovery
- The consultant shall describe the Oracle Cloud quarterly update process, tasks and identify resources needed from the Department to perform on-going support for the new Cloud solution.
If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed. Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.

3.3.4.3 Department Staffing

Explain the expected Department staffing for the project including:

☐ Assumed participation in the project (average portion of FTE – Full Time Equivalent). This should include all time spent working on the project (including time spent with and without vendor consultants)

☐ Assumptions about prior skills / competencies of resources

☐ Explain any roles and responsibilities the Department is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.

3.3.5 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 section of the proposal must include:

☐ Project kick off meeting

☐ Regularly scheduled project team meetings

☐ Written progress reports

☐ Issue/risk management techniques

☐ Communication plan

☐ Change management plan

☐ Scope change control

☐ Budget management plan

☐ Invoicing system to support all work conducted and all associated equipment invoices and packing slips

NOTE: Invoicing must comply with the administrative requirements of the Harbor Department.

3.3.6 Timeline

Based upon the proposed project approach and work plan, provide a Project Gantt chart detailing the project schedule, phase, task and subtask duration, proposed phasing for roll-out of proposed system and highlight key milestone dates that illustrates the duration of tasks listed in the scope of work and identifies results and deliverable milestones.

Identify work warranty, remedy and ongoing maintenance duration periods and when they commence.

3.3.7 Cost

Provide pricing and cost information for the project as listed below. For items requiring hourly rate costs, include both on-site and off-site hourly rates for all proposed team members and/or positions. On-site rates should be inclusive of any travel-related costs, and proposals should state this fact clearly.
 Provide NOT-TO-EXCEED costs, with hourly rate(s) and estimated number of hours, for each of the items 2.3.1.1, 2.3.1.2, 2.3.1.3, 2.3.1.4, and 2.3.1.6 in the scope of work;

 Provide FIXED-PRICE cost for items 2.3.1.5, 2.3.2, and 2.3.4 in the scope of work. FIXED-PRICE cost should encompass all costs, including travel;

 Provide estimated costs, with hourly rate(s) and estimated number of hours, for item 2.3.3 in the scope of work;

 Provide a list of job classifications and their respective hourly rates for item 2.3.5 in the scope of work;

 Provide estimated costs, with job classifications, respective hourly rates, and estimated number of hours for any items that the proposer feels are required for the project that are missing from the scope of work;

 Provide pricing (initial cost and subsequent three year maintenance cost) for any proposed equipment, software, or hardware costs and any other related expenses for the project; and

 Discuss any budget control measures of your firm and proposed subconsultants, if any.

3.3.8 Business Enterprise Programs and Contract Administrative Requirements

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

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

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

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

Firms must be certified as SBEs or Very Small Business Enterprises (VSBE) through LABAVN at the time proposals are due. Firms will not receive SBE/VSBE credit if they are not certified. Firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application (Exhibit C). Please refer to the Road Map in Exhibit C for a listing of agency certifications that may be accepted in lieu of completing the application. For VSBE certification, you must complete the application or be certified as a Micro-business through the State of California Department of General Services (DGS). If
your firm is certified by one of the listed agencies, you must complete the instructions in the application in regards to obtaining certification on LABAVN. 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 a maximum 5% preference for identifying and utilizing LBE subconsultants.

B) INSURANCE VERIFICATION LETTER

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

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

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

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

D) IRAN CONTRACTING ACT OF 2010

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

3.4 Checklist for RFP Submittal Requirements

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

- Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
  - Table of Contents, if included (not required).
  - Proposal with the following sections, in order:
    - Firm Qualifications, Experience and References
    - Project Organization, Personnel and Staffing
    - Project Approach and Work Plan
    - Project Management
    - Timeline
    - Cost
  - 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 (Prime)
  - Consultant Description Form (Prime and any subconsultants)
- Letter from insurance carrier or broker indicating ability to meet insurance requirements for this project, including general liability, auto liability and worker’s compensation. **Do not submit an ACORD® Certificate of Liability Insurance sheet. It will not be accepted in lieu of an insurance verification letter.**
- CEC Form 50 (Bidder Certification)
- CEC Form 55 (Prohibited Contributors (Bidders))
- Iran Contracting Act of 2010 Compliance Affidavit
- Attachment 1 – Firm Skills Matrix
- Attachment 2 – Company Background
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, Los Angeles Business Assistance Virtual Network (LABAVN), at [http://www.labavn.org](http://www.labavn.org).
4.3 Business Tax Registration Certificate

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

4.4 Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer’s carrier or broker must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer’s coverage, or that the carrier/broker is able to provide such coverage should the proposer be selected. The carrier/broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award. **ACORD® certificates will not be accepted.**

1. Indemnification

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

2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting insurance documents. Consultant’s insurance broker or agent shall register with the City’s online insurance compliance system **KwikComply** at [http://kwikcomply.org](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 an types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days’ written notice to Consultant.

Renewal of Policies

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

Policy Copies

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

Limits of Coverage

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

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

a. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

b. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.

c. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

d. Consultant agrees that any insurance carried by Department is excess of Consultant’s self-insurance and will not contribute to it.

e. Consultant provides the name and address of its claims administrator.

f. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Director’s consideration of approval of self-insurance and annually thereafter.

g. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.

h. Consultant has complied with all laws pertaining to self-insurance.

Insurance

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

3. General Liability Insurance

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

4. Automobile Liability Insurance

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

5. Workers’ Compensation and Employer’s Liability

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

4.5 Conflict of Interest

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

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

4.6 Compliance with Applicable Laws

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

4.7 Governing Law / Venue

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

4.8 Termination Provision

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

4.9 Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or
disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

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

4.10 Trademarks, Copyrights, and Patents

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

4.11 Confidentiality

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

4.12 Notices

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

4.13 Termination Due to Non-Appropriation of Funds

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

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

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

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

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

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

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution 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.

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).
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.
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 Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org, to outreach to potential subconsultants.

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

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation. The North American Industry Classification System (NAICS) Code for the scope of services is 541511. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is $30 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 LABAVN by the time proposals are due.

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

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

The Harbor Department defines 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 $3,500,000 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.
Local Business Preference Program: Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

☐ LBE  ☐ Non-LBE

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

A Non-LBE is any business that does not meet the definition of a LBE.

Signature:________________________________  Title: _________________________________
Printed Name:____________________________  Date Signed:__________________________
Consultant Description Form

PRIME CONSULTANT:
Contract Title: __________________________________________________________
Business Name: ______________________________  LABAVN ID#: _______________
Award Total: $ ____________________
Owner’s Ethnicity: _____ Gender ______ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES ______ NO ______ (Check only one)
Primary NAICS Code: ___________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (________) ___________________   FAX: (________) ____________________
Contact Person/Title: _____________________________________________________
E-mail Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: _______________
Award Total: (% or $): ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES ______ NO ______ (Check only one)
Primary NAICS Code: ___________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (________) ___________________   FAX: (________) ____________________
Contact Person/Title: _____________________________________________________
E-mail Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: _______________
Award Total: (% or $): ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES ______ NO ______ (Check only one)
Primary NAICS Code: ___________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (________) ___________________   FAX: (________) ____________________
Contact Person/Title: _____________________________________________________
E-mail address: _________________________________________________________
Consultant Description Form

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: _______________
Award Total: (% or $): ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (         ) ___________________   FAX:  (         ) _______________________
Contact Person/Title: ____________________________________________________
E-mail Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: _______________
Award Total: (% or $): ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (         ) ___________________   FAX:  (         ) _______________________
Contact Person/Title: ____________________________________________________
E-mail Address: _________________________________________________________

SUBCONSULTANT:
Business Name: ______________________________  LABAVN ID#: _______________
Award Total: (% or $): ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _________ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES_______ NO________ (Check only one)
Primary NAICS Code: ___________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: ________________________________________________________________
Telephone: (         ) ___________________   FAX:  (         ) _______________________
Contact Person/Title: ____________________________________________________
E-mail 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 as long as it meets the City's SBE (Proprietary) certification criteria:
- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB) & Public Works and Micro Business (MB)
- 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 (ED/WOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (ED/WOSB)
- Women’s Business Enterprise Council WEST (WBENC/WEST) – Women-Owned Small Business (WOSB)
- City of Los Angeles – Small Local Business (SLB)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)

CUCP Agencies include:
- California Department of Transportation (CALTRANS)
- L.A. County Metropolitan Transportation Authority (METRO)
- San Francisco Bay Area Rapid Transit District (BART)
- San Francisco Municipal Transportation Agency (SFMTA)
- Santa Clara Valley Transportation Authority (VTA)
- City of Los Angeles
- San Diego County Regional Airport Authority (SAN)
- San Francisco International Airport (SFO)
- San Mateo County Transit District (SAMTRANS)

If you are certified by one of the agencies listed above you may add SBE (Proprietary) to your LABAVN 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)

Application is available at https://bca.lacity.org/certification-program-description - (Certification Applications)

Mail the application and all required documents listed on the Checklist of Supporting Documentation 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:
Call (213) 847-2684

Where can I find more information?
- Small Business Administration 8(a) Business Development, WOSB, and ED/WOSB Programs: http://www.sba.gov
- SBA Size Standards: https://www.naics.com/sba-size-standards/
- Port of Los Angeles Small Business Enterprise (SBE) and VSB Program information - https://www.portoflosangeles.org/business/contracting-opportunities/how-to-do-business-with-the-port
- DWP SBE Program Information - https://www.ladwp.com/ladwp/faces/ladwp/partners/v-vendorsandbidders/vh-sbedv/be?_ctx.state=bflr1فز4&_afrLoop=78220979903629

KEEP THIS PAGE FOR YOUR REFERENCE

Rev 3/18/2019
## I. GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Has your firm been certified by another certifying agency?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If yes, which agency & certification (e.g. SBE, MBE, WBE, DBE, etc.):

<table>
<thead>
<tr>
<th>Has firm ever been denied certification?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If yes, which agency & date:

<table>
<thead>
<tr>
<th>Legal business name</th>
<th>Fictitious or doing business as (DBA) name(s):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street address of principal office location (DO NOT USE PO BOX)</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mailing address (if different)</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Federal employer ID number (FEIN)</th>
<th>Date firm established:</th>
<th>Webpage address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Primary point of contact: (name &amp; title)</th>
<th>Phone number:</th>
<th>Fax number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other phone number:</th>
<th>Email address:</th>
</tr>
</thead>
</table>

### Addresses of Other Locations, Facilities, Storage Spaces, Etc. (Attach Additional Pages if Necessary)

<table>
<thead>
<tr>
<th>Description (e.g. storage, field office, factory)</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Description (e.g. storage, field office, factory)</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Method of acquisition:</th>
<th>Started new business</th>
<th>Purchased existing business</th>
<th>Inherited business</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other (explain):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Business structure:</th>
<th>Sole proprietorship</th>
<th>Partnership</th>
<th>Corporation</th>
<th>LLC</th>
<th>Joint venture</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of business:</th>
<th>Construction</th>
<th>Manufacturing</th>
<th>Service/Consulting</th>
<th>Wholesaler/Retailer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Distributor/Broker</th>
<th>Concession</th>
<th>Trucker</th>
<th>Other</th>
</tr>
</thead>
</table>

### If Type of Business is Construction, Provide:

<table>
<thead>
<tr>
<th>Contractor’s license number:</th>
<th>License classification code(s):</th>
</tr>
</thead>
</table>

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)

<table>
<thead>
<tr>
<th>Number of employees:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Number of:</th>
<th>Owners</th>
<th>Officers</th>
<th>Directors</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Has firm ever existed under different ownership?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If yes, provide previous ownership, business structure, date the change occurred, and brief explanation of change:
**EXHIBIT C**
**proprietary small business enterprise (SBE)**

## II. Ownership

<table>
<thead>
<tr>
<th>Name of Individual Owner(s)</th>
<th>Title</th>
<th>% Ownership</th>
<th>Home Address (Street, City, State, Zip)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## III. Affiliate Business Relationship(s) - Do Not Leave Blank or Enter N/A

During the Previous Three (3) Tax Years Did Any Owner/Officer:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Have ownership interest in another business?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Share or have common management with another business?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Share or have common owners with another business?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Have a family member(s) engaged in a similar business activity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Have a financial relationship with another business consisting of a loan and/or assistance, bond, security, or credit requirements?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Have a long-term or permanent contractual relationship with another business?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Share facilities, equipment, or systems with another business?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Share employees with another business?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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):

<table>
<thead>
<tr>
<th>Owner/Officer Name</th>
<th>Owner/Officer Name</th>
<th>Owner/Officer Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
<td>Business Name</td>
<td>Business Name</td>
</tr>
<tr>
<td>Business Address</td>
<td>Business Address</td>
<td>Business Address</td>
</tr>
<tr>
<td>Nature of Business</td>
<td>Nature of Business</td>
<td>Nature of Business</td>
</tr>
<tr>
<td>Nature of Relationship w/ Applicant Firm</td>
<td>Nature of Relationship w/ Applicant Firm</td>
<td>Nature of Relationship w/ Applicant Firm</td>
</tr>
</tbody>
</table>

## IV. Business Classification

Provide a description of your business and/or individual keywords which best describe your business services:

Use the North American Industry Classification System (NAICS) to identify the firm’s area(s) of specialty.

The primary NAICS represents the firm’s largest source of revenue for the most recently completed fiscal year. Enter up to 5 codes.

For a full list of NAICS codes and assistance in locating appropriate codes please visit: [http://www.naics.com/search.htm](http://www.naics.com/search.htm)

<table>
<thead>
<tr>
<th>6 Digit NAICS Code &amp; Description</th>
<th>% of the Firm’s Revenues Earned in This NAICS During Past 12 Months</th>
</tr>
</thead>
</table>
EXHIBIT C
PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

PENALTY OF PERJURY DECLARATION

The undersigned states:

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

Authorized Signature

Title

Print Name

Date

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

PLEASE DO NOT BIND YOUR SUBMITTAL

ALL APPLICANTS

☐ Most recently entire filed Federal Individual Income Tax Return (Form 1040) for each owner including all schedules and statements.

☐ Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business and each affiliate business for the most recent three (3) years or for the years the firm or its affiliate(s) were in business.

☐ If the firm’s business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)

☐ If the size standard for the selected NAICS codes is number of employees- provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

SOLE PROPRIETORSHIP

☐ Fictitious Business Name Statement

PARTNERSHIP

☐ Partnership Agreement and Amendments

CORPORATION

☐ Articles of Incorporation (signed by the state official with approval date)

☐ Corporate Meeting minutes for the past two (2) years listing current elected corporate officers and directors, or statement of information as filed with CA Secretary of State

LLC

☐ Articles of Organization, as filed with State

☐ LLC Statement of Information

☐ Operating Agreement and Amendments

JOINT VENTURE

☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

☐ Title(s) and registration certificate(s) for each truck owned and/or operated by your business

☐ Current Motor Carrier Permit
EXHIBIT D - Business Tax Registration Certificate (BTRC) Number

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

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

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

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

MAIN OFFICE
LA City Hall 201 N. Main Street, Rm. 101 (844) 663-4411
Exhibit E- Equal Benefits Ordinance

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.
(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

RFP SELECTION EVALUATION FORM

**PROJECT:** ORACLE ERP CLOUD IMPLEMENTATION SERVICES

**SCORING GUIDELINES:**

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

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

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Evaluated by</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CRITERIA TO BE RATED</th>
<th>RATER’S SCORE</th>
<th>WEIGHING FACTOR</th>
<th>WEIGHTED SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Firm Qualifications, Experience and References</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>How long has the company been in business? Has the company done similar work?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level of expertise in subject matter areas?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Project Organization, Personnel and Staffing</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Qualification and experience of proposed personnel for requested services?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site availability of team and project manager?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>North America based firm or team?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Project Approach, Work Plan, Management and Timeline</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Quality of proposed work plan to meet project requirements?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of project management and timeline?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of Training Plan?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Rates, Fees and Budget Control</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Clarity and Comprehensiveness of the Proposal</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Is the proposal clear, comprehensive, and understandable?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Maximum points possible=100**

A+B+C+D+E=20

**Total Points=**
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 _________.

<table>
<thead>
<tr>
<th>Reference Number (Bid, Contract, or BAVN)</th>
<th>Awarding Authority (Department awarding the contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td>Phone Number</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
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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

(1) "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.
FORM 55
Prohibited Contributors
(Bidders)

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

☐ Original Filing  ☐ Amendment: Date of Signed Original ___________ Date of Last Amendment ___________

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

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

Awarding Authority (Department awarding the contract): _______________________________________________

Bidder Name: ___________________________________________________________

Bidder Address: _________________________________________________________

Bidder Email Address: ______________________ Bidder Phone Number: __________

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A — Bidder’s Principals (check one)
   The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
   At least one principal is required for entities. (If you check “Yes”, Schedule A is required.)
   Yes ☐ No ☐

2. SCHEDULE B — Subcontractors and Their Principals (check one)
   The bidder has one or more SUBCONTRACTORS on this bid or proposal with
   subcontracts worth $100,000 or more. (If you check “Yes”, Schedule B is required.)
   Yes ☐ No ☐

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

Certification

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

Name ______________________ Signature ______________________
Title ______________________ Date ______________________
Schedule A - Bidder’s Principals

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

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☐ 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: ___________________________
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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 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)). A proposer who “engages in investment activities in Iran” is defined as either:

A proposer 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

A proposer 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 proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is not identified on the DGS list of ineligible businesses or persons and that the proposer 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 proposer shall complete and sign 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 proposer or financial institution identified below, and that the proposer 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.

Name of Proposer/Financial Institution (Printed): _____________________________________________________
Signed by:  _______________________________________________________________ (Authorized Signature)
_____________________________________________________________________ (Printed Name)
______________________________________________________________ (Title of Person Signing)

OPTION #2: EXEMPTION

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

Name of Proposer/Financial Institution (Printed): _____________________________________________________
Signed by:  _______________________________________________________________ (Authorized Signature)
_____________________________________________________________________ (Printed Name)
______________________________________________________________ (Title of Person Signing)