Clean Trucks Program Rate Collection Services

REQUEST FOR PROPOSALS

Issued by the Port of Los Angeles and Port of Long Beach

February 14, 2019
February 14, 2019

Prospective Contractors:

SUBJECT: REQUEST FOR PROPOSALS FOR CLEAN TRUCKS PROGRAM RATE COLLECTION SERVICES

The Harbor Departments of the Cities of Los Angeles and Long Beach (the Port of Los Angeles and the Port of Long Beach, each a “Port” and collectively “the Ports”) invite the submittal of proposals to provide rate collection services for the Clean Trucks Program (CTP). The two Ports shall jointly select a single proposal that will be administered under two separate contracts with each Port as explained in detail below.

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

The Ports, through a previous contractor, assessed and collected a fee ($35 per TEU) on all cargo transported by trucks that did not meet 2007 EPA Standards from 2009 through 2012. That program achieved its goals and concluded in 2012. The Ports have not collected a rate or fee on trucked cargo since that time. However, as discussed in the Ports recently adopted 2017 Clean Air Action Plan Update (CAAP), the Ports are planning to begin assessing a rate on all cargo that is transported by drayage trucks that do not meet the California Air Resources Board’s standard for “near-zero” emissions or “zero emissions” in July of 2020. The Ports have hired a consultant to prepare a study to identify potential future rates for consideration by the Ports’ Boards of Harbor Commissioners. It is the Ports’ intent to hire a contractor to ensure that the rates are collected and remitted to the Ports in a timely manner. In order to ensure that this service is ready to begin in July of 2020, the following proposal submittal and review schedule is proposed:

<table>
<thead>
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<th>Event</th>
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<tbody>
<tr>
<td>Request for Proposals Published</td>
<td>Thursday, February 14, 2019</td>
</tr>
<tr>
<td>Questions Due</td>
<td>Thursday, February 28, 2019</td>
</tr>
<tr>
<td>Responses Posted</td>
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</tr>
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<td>Proposals Due</td>
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<tr>
<td>Short List Notification</td>
<td>Monday, April 15, 2019</td>
</tr>
<tr>
<td>Presentations by Short Listed Firms</td>
<td>Monday, April 22, 2019</td>
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<tr>
<td>Ports’ Selection / Finalist Notified</td>
<td>Wednesday, May 1, 2019</td>
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<tr>
<td>Contract Award and Approval</td>
<td>Tuesday, May 28, 2019</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>Monday, July 1, 2019</td>
</tr>
<tr>
<td>Rate Collection Start Date</td>
<td>Wednesday, July 1, 2020</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 Tanisha Herr by email at therr@portla.org. Questions must be submitted by 3pm, Thursday, February 28, 2019. Responses will be posted on each Ports’ websites on Thursday, March 7, 2019:

- The Port of Los Angeles at http://www.portoflosangeles.org/business/RFP_proposals.asp
- The Port of Long Beach at its POLB Vendor Portal at https://www.planetbids.com/portal/portal.cfm?CompanyID=19236, which requires vendor
registration to access

It is the responsibility of any proposers to review the Ports' websites for any RFP revisions, addenda, or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

In addition to providing information requested in this RFP, it should be noted that there are administrative documents that must be submitted with the proposal. Please refer to Section 3.3 Proposal Content, Sections 7 and 8 of this RFP which outlines the administrative requirements for each Port. In order for your proposal to be deemed responsive, these documents MUST be included with your proposal.

Prior to being awarded a contract with the City of Los Angeles, 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.

Sincerely,

[Signature]

TRICIA J. CAREY
Director, Port of Los Angeles Contracts and Purchasing Division
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1. INTRODUCTION

1.1 Brief Overview of the Project

The Port of Los Angeles (POLA) and Port of Long Beach (POLB) are soliciting proposals from qualified contractors to provide rate collection services at both Ports. The 2017 Clean Air Action Plan Update (CAAP) adopted by both Ports calls for a rate to be assessed on cargo that is transported by trucks that do meet CARB’s “near zero” emission or “zero emissions” standard. The contractor will be required to construct a team and build a system to collect the rate and remit the money to the Ports in a timely manner. For more information on the 2017 CAAP Update, including details on the Clean Trucks Program and proposed rate, go to www.cleanairactionplan.org.

The duration of the contract awarded as a result of this RFP is expected to be three (3) years from July 1, 2019 through July 1, 2022.

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 2018, the Port moved 9.4 million TEUs, maintaining its rank as the number one container port in the United States.

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.

1.3 The Port of Long Beach

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

Trade valued annually at more than $180 billion moves through Long Beach, making it the second-busiest seaport in the United States. Everything from clothing and

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1 CARB is expected to define the “near-zero emissions” and “zero-emissions” standard in 2020.
shoes to toys, furniture and consumer electronics arrives at the Port before making its way to store shelves throughout the country. Specialized terminals also move petroleum, automobiles, cement, lumber, steel and other products.

A major economic force, the Port supports more than 30,000 jobs in Long Beach, 316,000 jobs throughout Southern California and 1.4 million jobs throughout the United States. It generates about $16 billion in annual trade-related wages statewide.

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

2. SERVICES DESCRIPTION

2.1 Project Scope of Work

Clean Trucks Program Rate Collection Services RFP Scope of Work for the Ports of Long Beach and Los Angeles

The Scope of Work includes a list of tasks required by the Ports to effectively collect the rate on cargo that is transported with trucks that do not meet CARB’s standard for near-zero or zero emissions. The Ports intend to work closely with the Contractor as the policies, procedures, and processes are refined and changes may occur to the Clean Trucks Program (CTP) during the term of the contract.

Finally, the Ports reserve the right to modify the Scope of Work to be specified in the contract, as the individual Ports’ CTPs continue to evolve.

Please note that one jointly-selected Contractor will enter into two separately administered contracts with each Port.

Required Tasks

The selected provider must be able to perform the following minimum requirements in order to collect a rate from the Beneficial Cargo Owners whose containers are moved in and out of the Ports with drayage trucks registered in the Ports’ Drayage Truck Registry (PDTR):

1. Rate shall be applied to all loaded containers that enter or exit a POLA or POLB marine terminal by non-exempt truck.  
2. Rate shall be collected, or funds shall be encumbered/debited prior to terminal gate transaction. Gate scenarios could be trucks bringing exports into terminal for overseas shipping, or trucks picking up imports from overseas shipments departing terminal for inland delivery.

2 “Exempt” trucks meet the zero emissions and near-zero emissions standards published by CARB, or are draying empty containers or bare chassis.
3. Provider shall send electronic confirmation to Terminal Operator that Provider has collected the applicable rate for non-exempt trucks with loaded cargo. Terminal operator measures shall be in place to preclude cargo from being moved through terminal gates by non-exempt trucks that lack Provider confirmation they have paid the rate.

4. System shall accommodate multiple rate levels based on the “category” of vehicle. Initially there could be three categories (zero emissions, near-zero emissions, and other), but the system shall be able to accommodate at least 10 rate levels in future enhancements to the program.

5. System shall provide the ability to easily escalate or deescalate each of the rate levels individually as needed over time.

6. System shall, in a timely manner, waive the rate; and/or rebate a payment; and/or release encumbered funds for cargo moved through terminal gates by trucks that meet CARB’s zero or near-zero emission standards. System shall in a timely manner also allow for adjustments to the rate level if the category of vehicle that actually moves the cargo is different from the vehicle that was planned (e.g. in a reservation system).

7. Provide 24/7 customer service and be able to resolve trouble tickets within 30 minutes of notification.

8. User interface shall be developed in cooperation with Port staff. System shall, at minimum, incorporate state of the art data processing features and functionality that allow users to easily work with multiple shipments and multiple different locations. Port staff will retain sole discretion for approval of design during development phase of the project.

9. System must be available 24 hours a day, every day of the year, except for scheduled maintenance periods during low activity. Scheduled maintenance periods will be clearly advertised in advance and communicated via email to users at least 3 days before the period. The system must achieve 99.95% full system availability during non-maintenance periods. Additionally, the provider must be able to respond to errors according to the following timelines:

   a. Level 1 Errors (system unavailable to all users) - Begin professional resolution efforts within 1 hour of receiving error notification. Summary of efforts must be e-mailed every 2 hours detailing issues and attempts at resolution.

   b. Level 2 Errors (system is experiencing updating or processing errors, reporting capabilities not working properly, but the system is substantially usable and available to all users) - Begin professional resolution efforts within 4 hours of receiving error notification. Summary of efforts must be e-mailed every 4 hours detailing issues and attempts at resolution.
c. Level 3 Errors (system is exhibiting minor field or page display errors, but the system is substantially usable and available to all users) - Begin professional resolution efforts within 8 business hours of receiving error notification. Summary of efforts must be emailed every 8 business hours detailing issues and attempts at resolution.

10. Provide monthly financial and status reports to the Ports.

11. Remit the collected money to each Port at the end of each month.

12. Invoice the Ports for services rendered pursuant to the contract terms.

13. Submit to third-party audits as requested.

Importantly, the Ports are not prescribing the process or system to meet these objectives. It is incumbent upon the proposer to demonstrate that its system and processes can achieve all of these objectives as a single turn-key solution. Proposers may establish a team of consultants to accomplish these objectives; however, the Ports will enter into contracts with only one entity. The system must be full functioning and operable and the provider must be able to begin rate collection by July 1, 2020.

**Additional Background**

For proposers unfamiliar with the intricacies of port cargo transactions, the Ports have provided a high-level flow chart in Attachment A. Proposers are encouraged to do their own research to ensure a full understanding of the transactional process.

The Ports do not have access to terminal-level cargo data. The Ports, however, can provide data to the selected firm on a near real-time basis regarding the trucks registered in the PDTR:

- Truck Model Year, VIN, RFID, and license plate
- Engine model year of truck (including near-zero or zero-emissions)
- Associated licensed motor carrier(s)
- Contact information for licensed motor carrier

Proposers are responsible for acquiring any other data that may be necessary to fulfill the objectives of this work. Additionally, proposers are welcome to recommend another approach for identification of cargo that is subject to the fee.

### 3. PROPOSAL REQUIREMENTS

#### 3.1 Proposal Submission

Proposals must not exceed 10 double-sided pages, or 20 single-sided pages, in no less than 11 point font, and on 8.5” x 11” paper. The supporting documentation in the Appendix does not count towards this limit. Resumes, rates and fees, and the contract administrative documents may be submitted in the Appendix.
One (1) original with nine (9) copies and two (2) digital copies of your proposal must be submitted on or before 3:00 p.m. on Thursday, March 28, 2019 to:

By Hand/Mail Delivery: Contracts and Purchasing Division, Port of Los Angeles
ATTN: Tricia Carey
REF: Clean Trucks Program Rate Collection Services
500 Pier ‘A’ Street
Wilmington, CA  90744

Electronically transmitted proposals will not be considered.

All proposals will be date stamped as the Ports receive them. The proposal opening will not be open to the public.

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered at the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person or by mail.

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

3.2 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) technical experience; 2) company qualifications; 3) overall project approach; and 4) administrative fees and cost. See Exhibit A.

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

Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Ports and also will become available to the public as a public record and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.
The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the Ports.

3.3 Proposal Content

The following items shall be included in your proposal:

1. **Cover Transmittal Letter**

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

2. **Technical Experience**

   Provide a narrative describing the firm’s qualifications to perform the project work, including past (relevant) experience. Include information regarding your firm’s experience involving the size and level of complexity of the proposed project. Qualifications and experience for proposed subconsultants should also be included. Please also answer the following questions:

   - Does the proposer have the technical experience to develop the appropriate system?
   - Has the proposer done this type of work before in similar contexts?
   - Does the proposer have experience working with financial institutions and managing large sums of money (in particular, debit and credit payment systems)?
   - Does the proposer have experience with the port and goods movement industry?

3. **Company Qualifications**

   Provide a narrative which describes your firm’s corporate structure. Include information on the following:

   - Basic financial information, including credit rating information
   - Number of years the company been in business
   - Where the company is located

4. **Overall Project Approach**

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

☐ Adequately describe a system that can meet the defined objectives in the timeframe needed. Proposers must be sure to explain in adequate detail how their system fulfills each and every objective listed in Section 2.1.

☐ If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed and previous experience in performing same.

☐ Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.

☐ Provide a detailed list of estimated expenses by category. Identify related considerations and assumptions for these expenses.

☐ Invoicing system to support all work conducted.

5. Administrative Fees and Cost

Provide pricing and cost information for the project. Pricing should be bifurcated into two categories – one for the Port of Long Beach and one for the Port of Los Angeles. Include hourly rates for all proposed team members, your monthly service fee, and a total project cost. Also provide pricing for any proposed equipment, data acquisition costs, software or hardware costs and any other related expenses for the project. Provide escalation costs, if any, over the duration of the 3-year contract. Discuss any budget control measures of your firm and proposed subconsultants.

6. Port of Los Angeles (POLA) 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 10%. 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

B) INSURANCE VERIFICATION LETTER

Provide a letter from your insurance carrier indicating that the insurance requirements for this project as described in Section 4.4 of this RFP are presently part of the proposer’s coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier 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.

C) CITY ETHICS COMMISSION (CEC) FORM 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 D). 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 a completed CEC Forms 50 and 55 may be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.
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 E).


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

A) SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE) PROGRAM

The Port of Long Beach has established a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program to encourage small business participation on Professional Services contracts. The selected contractor will need to be certified by registering with the POLB PlanetBids system at www.polb.com/sbe. Click on “POLB Vendor Portal” under the Navigation Menu.

The combined SBE/VSBE participation goal established for this project is ten percent (10%), of which a minimum of zero percent (0%) must be allocated to VSBEs.

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

B) INSURANCE REQUIREMENTS (EXHIBIT G)

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

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

Within 2 weeks of selection, proof of insurance coverage must be provided using the attached insurance endorsement forms or certified copies of the policies which name the City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees (“City”) are included as additional insured/endorsement holders. Standard ACORD forms will not be accepted in lieu of the attached endorsement forms. Proposers may be required to undergo a financial review if they have certain self-
insured retention, deductible levels, and/or are performing high-risk work and copies of audited financial statements may be required.

*Please note that failure, for whatever reason, to provide the required documentation of insurance coverage within 2 weeks of selection could disqualify your firm from contract consideration.*

C) PROJECT ADMINISTRATION

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

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

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

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

D) ADDITIONAL DOCUMENTS TO INCLUDE WITH PROPOSAL

An example of a contract for consulting services is included as Exhibit J. The selected consultant will be required to execute a contract similar to the sample provided. In addition, proposals must include in their submittal a signed Contractor Certification Form (Exhibit K) indicating that the proposers are aware of the Port’s Insurance Requirements and Contract Terms and Conditions. The Contractor Certification Form will not count towards the page limit of 10 double-sided pages (20 single-sided pages) total.

Submit evidence with consultant’s proposal that proposer is licensed to conduct business in California and that proposer must submit evidence of a Long Beach business license, if awarded the contract. The evidence will not count towards the page limit of 15 double-sided pages (30 single-sided pages) total.

3.4 Checklist for RFP Submittal Requirements

A checklist is provided to assist in verification that all elements of the RFP have been addressed. However, firms are encouraged to review the entirety of the RFP, including the Standard Contract Provisions section, to ensure full compliance and not rely solely on this checklist.
☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
☐ Table of Contents, if included (not required).
☐ Proposal with the following sections, in order:
  ▪ Technical Experience
  ▪ Company Qualifications
  ▪ Overall Project Approach
  ▪ Administrative Fees and Cost
☐ Resumes for all proposed staff personnel provided in an appendix.
☐ Port of Los Angeles Form Requirements provided in an appendix
  ▪ Small/Very Small Business Enterprise Affidavit (Prime)
  ▪ Consultant Description Form (Prime and any subconsultants)
  ▪ Letter from insurance carrier indicating ability to meet insurance requirements for this project, including general liability, auto liability, and workers' compensation.
  ▪ CEC Form 50 and 55 - Bidder Contributions
  ▪ Iran Contracting Act of 2010 Compliance Affidavit
☐ Port of Long Beach Form Requirements provided in an appendix
  ▪ Small/Very Small Business Enterprise Form SBE-2P: SBE/VSBE Commitment Plan for Professional Services Contracts
  ▪ Contractor Certification Form
  ▪ Summary Rate Sheet
4. PORT OF LOS ANGELES (POLA) 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 L.

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.

**NOTE:** 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.

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 M.
4.4 Indemnity and Insurance Requirements

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

1. Indemnification

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

2. Acceptable Evidence and Approval of Insurance

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

Carrier Requirements

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

Primary Coverage

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

Notice Of Cancellation
By terms of the contract, the Consultant agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each insurance policy described below shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 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 must furnish copy of full certified policy of any insurance policy required herein. This requirement shall survive the termination or expiration date of this contract.

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.

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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

4. Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times
during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best’s Insurance Guide (or an alternate guide acceptable to City if Best’s is not available) within Consultant’s normal limits of liability but not less than One Million Dollars ($1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

5. Workers’ Compensation and Employer’s Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers’ Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers’ Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker’s compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City’s online insurance compliance system Track4LA TM at http://track4la.lacity.org/.

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.

4.6 Compliance with Applicable Laws

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

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

4.8 Termination Provision

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

4.9 Proprietary Information

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

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

4.10 Trademarks, Copyrights, and Patents

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

4.11 Confidentiality

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

4.12 Notices

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

Director of Environmental Management,
Los Angeles Harbor Department, P.O. Box 151,
San Pedro, California, 90733-0151,

and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

4.13 Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.
The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

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

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

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

4.14 Taxpayer Identification Number

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

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City’s Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

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

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 D). 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 50 and 55 may be deemed nonresponsive. Proposers who fail to comply with City law may be subject to
penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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 E).

5. PORT OF LONG BEACH (POLB) STANDARD CONTRACT PROVISIONS

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

5.1 Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program

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

The combined SBE/VSBE participation goal established for this project is ten percent (10%), of which a minimum of zero percent (0%) must be allocated to VSBEs.

SBE and VSBE Eligibility

1. SBE eligibility is determined by utilizing federal U.S. Small Business Administration (SBA) size standards and/or by the standards set by the State of California’s Department of General Services (DGS).
   a. The SBA size standards are based on the North American Industrial Classification System (NAICS) codes. To identify the NAICS code(s) that a business may qualify under, log on to www.sba.gov.
   b. DGS has established a separate set of SBE eligibility standards and classification codes. Log on to www.dgs.ca.gov for complete DGS certification information.
2. VSBE and/or Micro-business eligibility is determined by utilizing the criteria set by the DGS “micro-business” designation: Contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of $3.5 million or less, or small business manufacturers with 25 or fewer employees.

**Vendor Registration and SBE Certification**

1. All businesses large and small are required to register in the POLB Vendor Portal.

2. All businesses wishing to receive SBE and VSBE status on a Port contract are required to be certified by either the Port or by the DGS.

3. To access the POLB Vendor Portal, visit the Port’s website: [www.polb.com/sbe](http://www.polb.com/sbe) and click on POLB Vendor Portal under the Navigation Menu.

4. To access the DGS procurement system, businesses may log on to: [www.dgs.ca.gov](http://www.dgs.ca.gov).

5. Port-issued SBE certifications are generally valid for three (3) years. However, the Port may ask an SBE/VSBE to update its SBE qualifying information at any time. The Port does not issue separate VSBE certifications. VSBE status is designated in a vendor’s procurement system account.

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

1. Prime Consultants responding to this Request for Proposal (RFP) are required to submit an SBE/VSBE Commitment Plan for Professional Services Contracts (POLB Form SBE-2P) with their Proposal. The Commitment Plan (CP) shall identify the proposed SBE/VSBE firms (prime consultant, subconsultants, vendors and suppliers), their physical location and contact information, a description of services that matches their certification(s), and their proposed level of participation at a minimum. The completed CP shall demonstrate the consultant’s ability and intent to meet the combined SBE/VSBE participation goal.

2. Firms listed on the Commitment Plan must be SBE certified in the Port’s online procurement system and/or by the DGS by the required submittal due date.

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

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

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

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

5.2 Insurance Requirements

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

Within 2 weeks of selection, proof of insurance coverage must be provided using the attached insurance endorsement forms or certified copies of the policies which name the City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees (“City”) are included as additional insured/endorsement holders. Standard ACORD forms will not be accepted in lieu of the attached endorsement forms.

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

*Please note that failure, for whatever reason, to provide the required documentation of insurance coverage within 2 weeks of selection could disqualify your firm from contract consideration.*

5.3 Notices

Any notices to be given under this contract shall be given in writing. Such notices may be served by personal delivery, facsimile transmission or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall be effective two (2) calendar days after the date of mailing of the same, and when served by facsimile transmission or personal delivery shall be effective upon receipt.

For the purposes hereof, the address of City, and the proper person to receive any such noticed on its behalf is:

Executive Director
and the address of Consultant as indicated in the proposal.

5.4 Other Miscellaneous Items

Please note that any attempt to lobby members of the Board of Harbor Commissioners, Long Beach City Council, or the Port of Long Beach/City of Long Beach staff between the time a solicitation is released until the announcement of contract award may result in disqualification from the selection process. Additionally, any information submitted is subject to the Freedom of Information Act (i.e. Public Records Request).
Sample Gate Transaction
Import Pick-Up by Truck

START
Import shipment routed for POLB discharge

Details sent to:
- BOL parties
- Regulatory
- MTOs

Clear holds:
- Ocean Carrier
- Regulatory
- Marine Terminal

Rail or Truck

Clear holds:
- TAM
- CTF
- MTO (final)

Schedule terminal gate appointment

Assign a driver

Dual transaction

Fee has to be collected or encumbered before transaction

Load

CTP rate is “applied”

Driver arrives at terminal

No CTP rate is applied to cargo moved by ZE or NZE equipment

Ze or NZE truck

No CTP rate is applied to cargo moved by ZE or NZE equipment

Dual transaction

Both transactions are loads

No

No

No

No

No

No

No

No

No

END
EXHIBIT A
RFP SELECTION EVALUATION FORM

PROJECT: CLEAN TRUCKS PROGRAM ADMINISTRATION SERVICES

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Evaluated by</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
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<tr>
<th>CRITERIA TO BE RATED</th>
<th>AVAILABLE POINTS</th>
<th>RATER'S SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Technical Experience</td>
<td>Has the company done similar work? Level of expertise in subject matter areas? Experience with financial institutions and managing large sums of money?</td>
<td>25</td>
</tr>
<tr>
<td>B. Company Qualifications</td>
<td>How long has the company been in business? What is the basic financial information? Company location?</td>
<td>25</td>
</tr>
<tr>
<td>C. Overall Project Approach</td>
<td>Quality of proposed work plan to meet project requirements? Quality of project management?</td>
<td>35</td>
</tr>
<tr>
<td>D. Administrative Fees and Cost</td>
<td>Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?</td>
<td>15</td>
</tr>
</tbody>
</table>

Maximum points possible=100
EXHIBIT B
SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

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

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City’s contracts management and opportunities database, the 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 10%. The North American Industry Classification System (NAICS) Code for the scope of services is 541620. 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 $15 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.
AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

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

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

- SBE
- VSBE
- MBE
- WBE
- DVBE
- OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of $5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.

- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.
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: ___________ Average Three Year Gross Revenue: $__________

Address: __________________________ ________________________________

City/State/Zip: _________________________________________________________

County: ________________________________________________________________

Telephone: (____) __________________ FAX: (____) ________________________

Contact Person/Title: __________________________________________________

Email 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: ___________ Average Three Year Gross Revenue: $__________

Address: ______________________________________________________________

City/State/Zip: _________________________________________________________

County: ________________________________________________________________

Telephone: (____) __________________ FAX: (____) ________________________

Contact Person/Title: __________________________________________________

Email 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: ___________ Average Three Year Gross Revenue: $__________

Address: ______________________________________________________________

City/State/Zip: _________________________________________________________

County: ________________________________________________________________

Telephone: (____) __________________ FAX: (____) ________________________

Contact Person/Title: __________________________________________________

Email 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: _______ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: _______________________________________________________________
Telephone: ( ) ___________________ FAX: ( ) _____________________
Contact Person/Title: _____________________________________________________
Email 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: _______ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: _______________________________________________________________
Telephone: ( ) ___________________ FAX: ( ) _____________________
Contact Person/Title: _____________________________________________________
Email 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: _______ Average Three Year Gross Revenue: $_________
Address: _______________________________________________________________
City/State/Zip: ___________________________________________________________
County: _______________________________________________________________
Telephone: ( ) ___________________ FAX: ( ) _____________________
Contact Person/Title: _____________________________________________________
Email Address: __________________________________________________________
EXHIBIT C
PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

ROADMAP FOR APPLICANTS

Should I apply?

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

- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB) 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 (EDWOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- Women’s Business Enterprise National Council (WBENC) - 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)
- Central Contra Costa Transit Authority (CCCTA)
- Los Angeles County Metropolitan Transportation Authority (METRO)
- San Francisco Bay Area Rapid Transit District (BART)
- San Francisco Municipal Transportation Agency (SFMTA)
- Santa Clara Valley Transportation Authority (VTA)
- City of Fresno
- City of Los Angeles
- San Diego County Regional Airport Authority (SAN)
- San Francisco International Airport (SFO)
- San Mateo County Transit District (SAMTRANS)

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

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

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

For Assistance:
Call (213) 847-2684

Where can I find more information?

- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs; http://www.sba.gov
- SBA Size Standards www.sba.gov/sites/default/files/Size_Standards_Table.pdf
- NAICS Search http://www.naics.com/
- Port of Los Angeles Small Business Enterprise (SBE) and VSBE Program information - https://www.portoflosangeles.org/business/sbp.aspx

KEEP THIS PAGE FOR YOUR REFERENCE
Rev 12/15/2018
EXHIBIT C
PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

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

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

Are you currently bidding or participating on a City Project?

☐ NO ☐ YES

If yes, please provide the following information:

Project Name:__________________________________________

BAVN ID#:____________________

Bid/RFP Number:____________________

Due Date:____________________
## 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>
<tbody>
<tr>
<td>IF YES, WHICH AGENCY &amp; CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HAS FIRM EVER BEEN DENIED CERTIFICATION?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>IF YES, WHICH AGENCY &amp; DATE:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<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>
<tbody>
<tr>
<td>OTHER (EXPLAIN):</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</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>WHOLESALE/RETAILER</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRIBUTOR/BROKER</td>
<td>CONCESSION</td>
<td>TRUCKER</td>
<td>OTHER</td>
<td></td>
</tr>
</tbody>
</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):**

**Number of Employees:**

<table>
<thead>
<tr>
<th>NUMBER OF: OWNERS</th>
<th>OFFICERS</th>
<th>DIRECTORS</th>
</tr>
</thead>
</table>

**Has Firm Ever Existed Under Different Ownership?**

<table>
<thead>
<tr>
<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 (ATTACH ADDITIONAL PAGES IF NECESSARY)

<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>SHAREHOLDER(S) AND/OR CORPORATE OFFICERS</td>
<td></td>
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</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:**

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

**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>1) OWNER/OFFICER NAME</th>
<th>2) OWNER/OFFICER NAME</th>
<th>3) OWNER/OFFICER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS NAME</td>
<td>BUSINESS NAME</td>
<td>BUSINESS NAME</td>
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<tr>
<td>BUSINESS ADDRESS</td>
<td>BUSINESS ADDRESS</td>
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<td>NATURE OF BUSINESS</td>
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<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)

**6 DIGIT NAICS CODE & DESCRIPTION:**

| 1) |
| 2) |
| 3) |
| 4) |
| 5) |

| 1) % OF THE FIRM’S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS: |
| 2) |
| 3) |
| 4) |
| 5) |
EXHIBIT C
PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

PENALTY OF PERJURY DECLARATION

The undersigned states:

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

Authorized Signature   Title

Print Name   Date

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

PLEASE DO NOT BIND YOUR SUBMITTAL

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

SOLE PROPRIETORSHIP
- Fictitious Business Name Statement

PARTNERSHIP
- Partnership Agreement and Amendments

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

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

JOINT VENTURE
- Joint Venture Agreement and Amendments

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

## Bidder Certification

**CEC Form 50**

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

- Original filing
- Amended filing (original signed on _____________; last amendment signed on _____________)

### Bid/Contract/BAVN Number:

### Awarding Authority (Department):

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Phone:</th>
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<tr>
<th>Address:</th>
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<table>
<thead>
<tr>
<th>Email:</th>
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</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 a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City’s living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. 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.

### Date: ________________

### Signature: ______________________

| Name: ______________________ |
| Title: ______________________ |

---

Revised February 2014

Los Angeles Municipal Code § 48.09(H)

1 of 1
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 28 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

(i) “Public lease or license”.

(a) Except as provided in (i)(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 sublicensees;
8. If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
Prohibited Contributors (Bidders)  
Form 55

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.

☐ Original filing  ☐ Amended filing (original signed on ___________; last amendment signed on ____________)

Reference Number (bid or contract number, if applicable):

Date Bid Submitted:

Description of Contract (title of RFP and services to be provided):

City Department Awarding the Contract:

BIDDER INFORMATION

Name:

Address:

Email: __________________________ Phone: __________________________

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder’s Principals (check one)
   □ The bidder is the individual listed above and has no other principals (Schedule A is not required).
   □ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)
   □ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more (Schedule B is not required).
   □ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth $100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

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

BIDDER’S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: __________________________ Signature: __________________________

Name: __________________________ Title: __________________________
**SCHEDULE A — BIDDER’S PRINCIPALS**

Please identify the names and titles of all of 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.

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

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Prohibited Contributors (Bidders)
Form 55

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 that threshold.

Subcontractor: ____________________________
Address: ____________________________

Check one of the following:

☐ The subcontractor listed above is an individual and has no other principals.

☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

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

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Revised February 2016  Los Angeles City Charter § 470(c)(12)  Los Angeles Municipal Code §§ 49.7.35(B)(3), (4)
EXHIBIT E
POLA IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits 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.
## SECTION 1

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Date:</th>
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<tr>
<td>Biddor Name:</td>
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## SECTION 2 (please refer to instructions on page 2)

<table>
<thead>
<tr>
<th>Business Name, City, State, Contact Person, Phone #</th>
<th>PlanetBids Vendor ID OR DGS #</th>
<th>Contractor With</th>
<th>Brief Description of Work</th>
<th>Category (NAICS) OR UNSPSC Class Code for Work Description</th>
<th>$ Value of Subcontract, Materials or Services, if applicable</th>
<th>% of Total Prime Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXAMPLE: ABC Testing, Long Beach, CA</td>
<td>12345</td>
<td>Prime Consultant</td>
<td>Testing Subcontractor</td>
<td>238220</td>
<td>$100,000</td>
<td>20%</td>
</tr>
<tr>
<td>EXAMPLE: Tom’s Supplies, Long Beach, CA</td>
<td>54321</td>
<td>ABC Testing</td>
<td>Testing Supplies</td>
<td>423720</td>
<td>$5,000</td>
<td>1%</td>
</tr>
</tbody>
</table>

| Totals: | $ | % |

Completed by: Prime Consultant Contact (please print or type) ____________________________
Phone: ____________________________

Signature ____________________________ Date ____________________________ Email ____________________________

POLB Form SBE-2P rev06/08/15
INSTRUCTIONS FOR POLB FORM SBE-2P:
SBE/VSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES CONTRACTS

THIS FORM IS TO BE COMPLETED BY THE PRIME CONTRACTOR.

INSTRUCTIONS FOR SECTION 2

1. List all SBE/VSBE subconsultants, vendors, suppliers, and other businesses that will render materials or services under this contract. Only list SBEs/VSEs.

2. If the prime consultant is an SBE/VSBE, list the prime first.

3. For a firm to be counted toward meeting the SBE/VSBE goals, the firm must be SBE certified on the Port's online vendor database PB System (accessible from the SBE/VSBE Program page of the Port's website: www.polb.com/sbe/), or by the State of California’s Department of General Services (DGS).

4. The Port does NOT issue VSBE certifications; VSBE status is visible in the SBE’s account profile.

5. The prime consultant must verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) on the Commitment Plan, by:
   a. Locating the SBE/VSBE on PB System, and/or
   b. Contacting the Port’s SBE Program staff to verify SBE/VSBE status.

6. Lower tier SBE/VSBE subconsultants and SBE/VSBE vendors/suppliers rendering materials or services to subconsultants must also be listed to receive participation credit. See examples listed in the table in Section 2.

7. The Port reserves the right to request proof of payment from the prime consultant/subconsultant to the lower tier sub/vendor/supplier prior to contract close-out.

8. All SBEs/VSEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.

9. All SBEs/VSEs, regardless of tier, MUST provide materials/services directly applicable to the contract.

10. When listing the total dollar value of each SBE's/VSBE's subcontract, materials or services provided, the prime consultant shall subtract payments made for any indirect or non-applicable materials/services.

11. Use multiple copies of this form if necessary.

12. Add totals at the bottom of the table with dollar value(s) ($) and percentages(s) (%).
EXHIBIT G
POLB CONSULTANT INSURANCE REQUIREMENTS AND LIABILITY SPECIAL ENDORSEMENT FORMS

RFP – Clean Trucks Program Rate Collection Services

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

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

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

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

**Commercial General Liability:**

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

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

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

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

Defense costs shall be in addition to limits.

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

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.
Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Consultant or contain any other exclusion contrary to this contract.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from the termination or expiration of this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Chief Executive of the Harbor. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Form CG 20 10 (2004) or its equivalent.

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

**Business Automobile Insurance:**

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

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

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

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

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the City. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

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

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

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

Workers’ Compensation:

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

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Chief Executive of the Harbor. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

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

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

Professional Liability Insurance:
Professional Liability Insurance with minimum limits of one million dollars ($1,000,000). Covered Professional Services shall specifically include all work to be performed under the Contract and delete any exclusion that may potentially affect the work to be performed under the Contract.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from the termination or expiration of this Contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Chief Executive of the Harbor. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

Deductible/Self-Insured Retention:

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

Evidence of Insurance:

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall deliver either endorsements on forms approved by the City of Long Beach acting by and through its Board of Harbor Commissioners (“Evidence of Insurance”) or certified copies of the required policies containing the terms and conditions required by this contract to the Chief Executive for approval as to sufficiency and to the City Attorney or approval as to form.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Chief Executive Officer.

Failure to Maintain Coverage:

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of
insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

**Acceptability of Insurers:**

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

**Contractual Liability:**

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.
Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

### General Liability Special Endorsement

#### For the City of Long Beach, Harbor Department

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<th>PRODUCER</th>
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<td>Policy No.:</td>
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<td>Self-Insured Retention of $</td>
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#### Name Insured & Address

Applied to: The insurance attaches to the operations, products, and/or activities of the Named Insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered. Agreements/Permits:

#### Type of Insurance

- [ ] General Liability
- [ ] Commercial General Liability
- [ ] Comprehensive General Liability
- [ ] Owners & Contractors Protective

#### Type of Insurance

#### Coversages

- [ ] General Liability
- [ ] Products/Completed Operations
- [ ] Personal & Advertising Injury
- [ ] Fire Legal Liability
- [ ] Explosion, Collapse, Underground Hazards (XCU)
- [ ] Contractual Liability - Railroads

#### Liability Limits

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<th>Each Occurrence</th>
<th>Aggregate</th>
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### Other Provisions

**Claims:** Underwriter’s Representative for claims pursuant to this insurance (must be completed if different than producer).

- Name: __________________________
- Address: _________________________
- Telephone: _______________________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows.

1. **Additional Insured.** The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and/or activities performed by or on behalf of the Named Insured.

2. **Contribution Not Required.** This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds named by this endorsement shall be in excess of and shall not contribute with this insurance.

3. **Cancellation Notice.** With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days advance notice shall be allowed for non-payment of premium.)

4. **Scope of Coverage.** This endorsement shall afford coverage at least as broad as Insurance Services Office Commercial General Liability Coverage, "Occurrence" form CG 0001.

Except as stated above, nothing herein shall be held to alter, add, or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

### Endorsement Holder / Additional Insured

**City of Long Beach**

**Board of Harbor Commissioners**

4801 Airport Plaza Dr. Long Beach, CA 90815

**Attention:** Risk Management Division

**Telephone:** 562-293-7475

**Fax:** 562-293-7400

**E-mail:** Riskmgmt@pob.com

**Authorized Representative**

I, __________________________ (printtype name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

**Signature:** __________________

**Title:** ___________________

**Employer of Sigratory:**

**Telephone:** __________________ Date Signed __________________

**Revised 3-14**
Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

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<th>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT</th>
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<td><strong>POLICY INFORMATION</strong></td>
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<td>- Policy Period: (from)</td>
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<td>- Telephone</td>
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<tr>
<td>- Deductible $</td>
<td>OR</td>
<td>Self-Insured Retention $</td>
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<td><strong>NAMED INSURED &amp; ADDRESS</strong></td>
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<tr>
<td><strong>APPLICABILITY.</strong> This insurance pertains to the operations and activities of the Named Insured under all written permits and agreements in force with the City unless checked here □ in which case only the following specific permits and agreements with the City are covered: AGREEMENTS/PERMITS:</td>
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<td><strong>TYPE OF INSURANCE</strong></td>
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<td>- BUSINESS AUTO POLICY</td>
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<tr>
<td>- TRUCKERS AND MOTOR CARRIER LIABILITY POLICY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- GARAGEKEEPERS LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- STUNT ACTIVITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- OTHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LIABILITY LIMIT IN $</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- $ each accident, for bodily injury and property damage liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER PROVISIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CLAIMS:</strong> Underwriter's Representative for claims pursuant to this insurance (must be completed if different than producer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. ADDITIONAL INSURED. The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured.

2. CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance.

3. CANCELLATION NOTICE. With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days advance notice shall be allowed for non-payment of premium.)

4. SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001.

**ENDORSEMENT HOLDER / ADDITIONAL INSURED**

CITY OF LONG BEACH
BOARD OF HARBOR COMMISSIONERS
461 AIRPORT PLAZA DR.
LONG BEACH, CA 90815

ATTENTION: Risk Management Division
TELEPHONE: 562-283-7475
FAX: 562-283-7499
E-MAIL: riskmgmt@polb.com

**AUTHORIZED REPRESENTATIVE**

I ____________________, (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____________________
Title ____________________
Employer of Signatory ____________________
Telephone: ____________________ Date Signed ____________________

Revised 3/14
Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

### PROFESSIONAL LIABILITY SPECIAL ENDORSEMENT

**FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT**

**ENDORSEMENT NO.**

**EFFECTIVE DATE (MM/DD/YY)**

### PRODUCER

**PUBLICATION**

- **Insurance Company:**
- **Policy No.:**
- **Policy Period: (from) [ ] (to) [ ]**

- **Telephone: [ ]**
- **Deductible [ ]**
- **Set-Insured Retention of $ [ ]**
- **Retroactive Date [ ]**

### NAMED INSURED & ADDRESS

**APPLICABILITY:** This insurance pertains to services and activities of the Named Insured under all written agreements and permits in force with the City unless checked here [ ] in which case only the following specific agreements and permits with the City are covered:

**AGREEMENTS/PERMIT:**

### TYPE OF INSURANCE

- **Claims: [ ] Claims Made Form [ ] Occurrence Form**

- **Name:**
- **Address:**
- **Telephone:**

### COVERAGES

- **ARCHITECTS /ENGINEERS PROFESSIONAL LIABILITY [ ]
- **ENVIRONMENTAL PROFESSIONAL LIABILITY [ ]
- **CONTRACTORS / PROJECT MANAGER’S PROFESSIONAL LIABILITY [ ]
- **MISCELLANEOUS PROFESSIONAL LIABILITY [ ]
- **OTHER [ ]**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **CANCELLATION NOTICE:** This insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days advance notice shall be allowed for non-payment of premium.)

2. **SCOPE OF COVERAGE:**
   - **A. Policy covers scope of contracted services [ ] YES [ ] NO**
   - **B. If NO, what contracted professional services are not covered:**

3. **CONTRACTUAL LIABILITY COVERAGE [ ] IS INCLUDED [ ] IS NOT INCLUDED**

4. **OTHER PROVISIONS:** The following exclusions or special provisions apply to this coverage:

   Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

### ENDORSEMENT HOLDER

**CITY OF LONG BEACH**

**BOARD OF HARBOR COMMISSIONERS**

**4801 AIRPORT PLAZA DR.**

**LONG BEACH, CA 90815**

**AUTHORIZED REPRESENTATIVE**

I ___________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

**Signature:**

**Title:**

**Employer of Siantory:**

**Telephone:**

**Date Signed:**

**ATTENTION:** Risk Management Division

**TELEPHONE:** 562-285-7475

**FAX:** 562-285-7466

**E-MAIL:** riskmgmt@polb.com

**Revised 1/14**

58
EXHIBIT H
POLB TENANT SERVICES AND OPERATIONS DIVISION’S
CONTRACT REQUIREMENTS AND POLICIES

Project Authorization and Funding

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

Invoicing

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

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

Transportation Reimbursement

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

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

Lodging and Meals Reimbursement

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

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

Contract No. HD- _____________ Job Task No. ______________ Invoice No. ______________

Job Task/Project Description: __________________________________________________________

POLB Project Manager: ________________________________________________________________

Professional Services from: ____________________________ to _____________________________

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

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Loaded Hourly Rate</th>
<th>Number of Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Name</td>
<td>(Principal)</td>
<td></td>
<td>$___</td>
</tr>
<tr>
<td>Employee Name</td>
<td>(Senior)</td>
<td></td>
<td>$___</td>
</tr>
<tr>
<td>Employee Name</td>
<td>(Junior, etc.)</td>
<td></td>
<td>$___</td>
</tr>
</tbody>
</table>

TOTAL LABOR

$___

OTHER DIRECT COSTS

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

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

TOTAL ODCs

$___

Fee or profit applied to ____________________ at _____%  

$___

TOTAL AMOUNT OF THIS INVOICE

$___

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

YOUR COMPANY'S NAME
ADDRESS
CITY, STATE 00815
TEL & FAX NUMBER
PROJECT MANAGER'S NAME

Date

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

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

<table>
<thead>
<tr>
<th>Job Task/Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLB Project Manager:</td>
</tr>
<tr>
<td>Professional Services from: _____________________ to _____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LABOR CHARGE</th>
<th>CATEGORY</th>
<th>LOADED RATE</th>
<th># OF HOURS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Name</td>
<td>Principal</td>
<td>95.00</td>
<td>10</td>
<td>$950.00</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Senior</td>
<td>80.00</td>
<td>5</td>
<td>400.00</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Junior, etc.</td>
<td>30.00</td>
<td>5</td>
<td>150.00</td>
</tr>
</tbody>
</table>

TOTAL LABOR $1,500.00

<table>
<thead>
<tr>
<th>ODCs</th>
<th>COST</th>
<th>MARK-UP</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1A. Airfare</td>
<td>180.00</td>
<td></td>
<td>180.00</td>
</tr>
<tr>
<td>1B. Lodging</td>
<td>174.66</td>
<td></td>
<td>174.66</td>
</tr>
<tr>
<td>1C. Meals</td>
<td>107.00</td>
<td></td>
<td>107.00</td>
</tr>
<tr>
<td>1D. Auto Rental</td>
<td>63.80</td>
<td></td>
<td>63.80</td>
</tr>
<tr>
<td>1E. Parking</td>
<td>27.00</td>
<td></td>
<td>27.00</td>
</tr>
<tr>
<td>1F. Mileage</td>
<td>9.10</td>
<td></td>
<td>9.10</td>
</tr>
<tr>
<td>1G. Gas</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>2. Supplies</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>3. Subcontractors</td>
<td>274.50</td>
<td>10%</td>
<td>301.95</td>
</tr>
<tr>
<td>4. Rental Equipment</td>
<td>7.00</td>
<td>10%</td>
<td>7.70</td>
</tr>
<tr>
<td>5. Telephone, FAX</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>6. CADD</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>7. Delivery, Courier, Postage</td>
<td>5.75</td>
<td>10%</td>
<td>6.33</td>
</tr>
<tr>
<td>8. Photocopies, Reproduction</td>
<td>212.57</td>
<td>10%</td>
<td>233.83</td>
</tr>
<tr>
<td>9. Other</td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

TOTAL ODCs $1,111.44

Fee or profit applied to gross labor at 3% $45.00

TOTAL AMOUNT OF THIS INVOICE $2,056.44
URGENT ITINERARY AND RECEIT FOR:

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

Thank you for choosing Shuttle by United.

RECEIPT - RESERVATION NUMBER: ISSUED: 13 FEB 98 10:30 AM

PARTY OF 11

MILEAGE PLUS NO.

PER PASSENGER

FARE DETAILS/FARE BASIS SHUTTLE 5111 FC 23FEB OAK-LAX 78.93 UA OAK 78.93 USD157.86

EN2 2F0A6KLX0 24116L 6.0262A6KLX0

ITINERARY

SHUTTLE BY UNITED 2149
DEPART: MON 23 FEB 6:12AM OAKLAND
ARRIVE: MON 23 FEB 7:12AM LOS ANGELES
BAGGAGE ALLOWANCE: 2PC

NO STOP - ECONOMY/CONFIRMED 337
MP MILES: 337
EQUIP: 737

SHUTTLE BY UNITED 2214
DEPART: MON 23 FEB 9:15PM OAKLAND
ARRIVE: MON 24 FEB 9:31PM LOS ANGELES
BAGGAGE ALLOWANCE: 2PC

NO STOP - ECONOMY/CONFIRMED 337
MP MILES: 337
EQUIP: 737

BOSTON LOGAN
INTL AIRPORT

Parking Receipt Thank You

Entrance: 06:20 07:00-08 Lane # 08
Exit: 07:02 07:00-08 Lane # 08
License Plate # NAA012
Cashier: L02 Seat: # 08H
Length of stay 0:00 08h. 30m
Amount paid: 4 27.00 Cash

BY UNITED AUTO

Thank you for renting from Hertz
HARRY'S COFFEE SHOP
7515 QUAIL AVENUE
LA JOLLA, CA 92037
(858) 459-7201
** CREDIT CARD RECEIPT **

DATE: 09/16/98
TIME: 12:16 PM
TICKET # 28 (16)

DELIVERY

SERVER: C. Brooks

16'' PEPPERONI  $12.46
16'' PEPPERONI SMOKE
BELL PEPPERS MUSHROOMS

16'' PINEAPPLES CANADIAN-B

COKE CAN 3.70
SODA 6 PK

D. COKE CAN 3.70
SODA 6 PK

*** BRING PLATES - NAPKINS - FORKS ***

*** "++ TAKE CREDIT CARD SLIP ON DELIVERY" ++ ***

Subtotal 59.61
TAX 3.92
Deliveries 1.00
Total 65.53
### TRAVELodge C344 CTR LONG BEACH
60 ATLANTIC AVENUE
LONG BEACH, CALIFORNIA 90802
(562) 432-2471

---

**Guest Bill**

<table>
<thead>
<tr>
<th>Date</th>
<th>Room</th>
<th>Phone</th>
<th>Disc</th>
<th>Tax</th>
<th>Total</th>
<th>Credit</th>
<th>Cash</th>
<th>Bill</th>
<th>Total</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/26/94</td>
<td>74</td>
<td>0.261</td>
<td>0.001</td>
<td>5.171</td>
<td>65.831</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>65.331</td>
<td></td>
</tr>
<tr>
<td>10/27/94</td>
<td>74</td>
<td>0.251</td>
<td>0.001</td>
<td>5.171</td>
<td>65.831</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>65.331</td>
<td></td>
</tr>
<tr>
<td>10/28/94</td>
<td>0.061</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>174.661</td>
<td>0.001</td>
<td>0.001</td>
<td>0.001</td>
<td>174.661</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>152.62</td>
<td>3.501</td>
<td>0.001</td>
<td>10.241</td>
<td>174.661</td>
<td>174.661</td>
<td>0.001</td>
<td>174.661</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GUEST COPY**

---

**CozyMats**

CozyMats is a registered trademark of Cozy Mats, Inc. All rights reserved. Printed in the USA.

---

**TIPPING GUIDE**

- **Min.**:
  - **0-5%**: $1
  - **5-10%**: $2
  - **10-15%**: $3
  - **15-20%**: $4
  - **20-25%**: $5
  - **25-30%**: $6

<table>
<thead>
<tr>
<th><strong>TIP AMOUNT</strong></th>
<th><strong>TOTAL</strong></th>
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<tbody>
<tr>
<td>$2.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>TOTAL</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>148 - HAND AUGER</td>
<td></td>
</tr>
<tr>
<td>149 - PIO</td>
<td></td>
</tr>
<tr>
<td>150 - HARD TOOLS</td>
<td></td>
</tr>
<tr>
<td>156 - DISPOSABLE RAILERS</td>
<td></td>
</tr>
<tr>
<td>173 - BRASS SAMPLE TUBES</td>
<td></td>
</tr>
<tr>
<td>176 - RECOVERY KIT</td>
<td></td>
</tr>
<tr>
<td>180 - OD METER</td>
<td></td>
</tr>
<tr>
<td>172 - HELM HARNESS</td>
<td></td>
</tr>
<tr>
<td>189 - SAMPLE KITS</td>
<td></td>
</tr>
<tr>
<td>180 - PERIScope PUMP</td>
<td></td>
</tr>
<tr>
<td>156 - WIRELESS PUMP</td>
<td></td>
</tr>
<tr>
<td>150 - 2&quot; SUBMERSIBLE PUMP</td>
<td></td>
</tr>
<tr>
<td>15&quot; TRUCK RENTAL</td>
<td></td>
</tr>
<tr>
<td>TRUCK MILEAGE</td>
<td>216</td>
</tr>
<tr>
<td>98 - GENERATOR</td>
<td></td>
</tr>
<tr>
<td>50 - WATER LEVEL INDICATOR</td>
<td></td>
</tr>
<tr>
<td>70 - AIR PURIFYING RESPIRATOR</td>
<td></td>
</tr>
<tr>
<td>58 - pH METER</td>
<td></td>
</tr>
<tr>
<td>58 - INTERFACE PROBE</td>
<td></td>
</tr>
<tr>
<td>OTHERS</td>
<td></td>
</tr>
<tr>
<td>TOTAL COSTS</td>
<td></td>
</tr>
</tbody>
</table>
### INVOICE

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

**Report Sent To:**  
**Project Name/No.:**  
**Calscience Work Order No.:** Net 30

<table>
<thead>
<tr>
<th>Matrix</th>
<th>Test</th>
<th>TAT</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Subtotal 1</th>
<th>Rush Charge</th>
<th>Subtotal 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>EPA 6010A CAC, Title 22 Mols</td>
<td>5</td>
<td>1</td>
<td>$140.00</td>
<td>$140.00</td>
<td>$0.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>Water</td>
<td>EPA 6280A Volatile Organics</td>
<td>5</td>
<td>1</td>
<td>$150.00</td>
<td>$150.00</td>
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<tr>
<td>Water</td>
<td>Total Digestion</td>
<td>5</td>
<td>1</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$0.00</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

**Additional Items**  
**Discount (10%)**  
**Price**  

- $30.50

**Additional Items Subtotal:** $305.00

**Tests Subtotal:** $274.59

**Total:** $274.59

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

**PLEASE REMIT TO:**
### BILLABOE IN-HOUSE RENTAL EQUIPMENT

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>CA/AZ</th>
<th>COSTS</th>
<th>TASK</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>149 - HAND AUGER</td>
<td></td>
<td></td>
<td>$24/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>150 - PID</td>
<td></td>
<td></td>
<td>$80/570/day</td>
<td></td>
<td></td>
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<tr>
<td>152 - HAND TOOLS</td>
<td></td>
<td></td>
<td>$10/day</td>
<td></td>
<td></td>
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<tr>
<td>153 - DISPOSABLE BAILERS</td>
<td></td>
<td></td>
<td>$7/each</td>
<td></td>
<td>7/7</td>
</tr>
<tr>
<td>171 - BRASS SAMPLE TUBES</td>
<td></td>
<td></td>
<td>$50/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>174 - DECON KIT</td>
<td></td>
<td></td>
<td>$10/each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>176 - DO METER</td>
<td></td>
<td></td>
<td>$25/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>177 - DRUM HARNESS</td>
<td></td>
<td></td>
<td>$10/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>178 - SAMPLE KITS</td>
<td></td>
<td></td>
<td>$10/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>187 - 12&quot; SUBMERSIBLE PUMP</td>
<td></td>
<td></td>
<td>$125/$100/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>190 - TRUCK RENTAL</td>
<td></td>
<td></td>
<td>$65/day</td>
<td></td>
<td></td>
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<tr>
<td>124 - TRUCK MILEAGE</td>
<td></td>
<td></td>
<td>$5.35/$.44/mile</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>199 - GENERATOR</td>
<td></td>
<td></td>
<td>$50/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>166 - WATER LEVEL INDICATOR</td>
<td></td>
<td></td>
<td>$20/day</td>
<td></td>
<td></td>
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<tr>
<td>176 - AIR PURIFYING RESPIRATOR</td>
<td></td>
<td></td>
<td>$20/day</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>151 - pH METER</td>
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<td></td>
<td>$33/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>158 - INTERFACE PROBE</td>
<td></td>
<td></td>
<td>$76/day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
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<td></td>
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<tr>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>TOTAL COSTS</td>
<td></td>
<td></td>
<td>$47</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Explanations (show line item, date, and details, if applicable)
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Count</td>
<td>1</td>
</tr>
<tr>
<td>Package Charges</td>
<td>15.50</td>
</tr>
<tr>
<td>Discounts Received</td>
<td>9.75</td>
</tr>
<tr>
<td>Special Fees</td>
<td>0.00</td>
</tr>
<tr>
<td>SEC. Val. Charges</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Charges</td>
<td>5.75</td>
</tr>
<tr>
<td>Total Weight</td>
<td>1 lbs</td>
</tr>
</tbody>
</table>

**Grand Totals**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Count</td>
<td>1</td>
</tr>
<tr>
<td>Package Charges</td>
<td>15.50</td>
</tr>
<tr>
<td>Discounts Received</td>
<td>9.75</td>
</tr>
<tr>
<td>Special Fees</td>
<td>0.00</td>
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<tr>
<td>SEC. Val. Charges</td>
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<tr>
<td>Total Charges</td>
<td>5.75</td>
</tr>
<tr>
<td>Total Weight</td>
<td>1 lbs</td>
</tr>
</tbody>
</table>

**TOTAL $212.57**

I agree to pay above total amount according to Card Issuer Agreement (Merchant Agreement for Credit Voucher) "Thank you"

Signed:

[Signature]

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER
## LABOR RATES

<table>
<thead>
<tr>
<th>Labor Category/Grade</th>
<th>Hourly Base Rate</th>
<th>Hourly Fully-Loaded Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

## MULTIPLIERS

<table>
<thead>
<tr>
<th>Multiplier</th>
<th>Percent</th>
<th>Applied to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fringe Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee or Profit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractor Oversight</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## OVERTIME FACTORS

<table>
<thead>
<tr>
<th>Occasion</th>
<th>Factor</th>
<th>Labor Categories Affected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holiday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekend</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Night</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## OTHER DIRECT CHARGES

<table>
<thead>
<tr>
<th>Charge</th>
<th>Price/Unit</th>
<th>Charge</th>
<th>Price/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>CADD</td>
<td>Reproduction—B &amp; W regular</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>Reproduction—B &amp; W oversized</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Usage</td>
<td>Reproduction—Color regular</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment and Supplies</td>
<td>Attach Rate Schedule</td>
<td></td>
<td>Reproduction—Color oversized</td>
</tr>
<tr>
<td>Mileage</td>
<td>Other—</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTE: Travel charges, such as airfare, lodging, meals, vehicle rentals, communications, etc., must be invoiced as expended. Complete and detailed back-up must be supplied with invoice. Per diem charges are not acceptable.
EXHIBIT J

POLB EXAMPLE CONSULTING CONTRACT

CONTRACT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LONG BEACH AND

NAME

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

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

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

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

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

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

2. Consultant shall provide, in accordance with generally accepted professional and technical standards currently in effect, such services [within the scope of work] as may be requested in writing [from time to time during the term of this contract] by the Director of Tenant Services and Port Operations Division of the Long Beach Harbor Department (the "Director"). [The anticipated scope of work is set forth in the [ ] dated [ ], attached hereto as Exhibit A and]
3. The term of this contract shall [be deemed to have] commence[d] on [_____________] and, subject to the provisions of paragraph [____], shall terminate on [_____________].

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

5. Charges made by Consultant for such services shall be based on Consultant's [_______________], attached hereto as Exhibit [____] and incorporated by this reference.

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

7. [Subject to the provisions of subparagraph 7.1.] The total amount which shall be payable by City to Consultant for Consultant's services [on all projects] during the term of this contract shall not exceed $_____________.

7.1 If, during the course of the described services, additional work beyond the scope of services described in Exhibit A is, in the opinion of the Director, required or desired, the Director may authorize such additional work by Consultant; provided the Director first receives written confirmation from the Harbor Department Risk Manager that no insurance is necessary for the additional
work other than the insurance required by paragraph _____ of this contract, and
provided further, total compensation to be paid hereunder, including compensation
for such additional services, shall not exceed $_______________.

8. All designs, sketches, drawings, specifications, data and other
information, in whatever form or medium, compiled or prepared by Consultant in
performing its services or furnished to Consultant by City shall be the property of City and
City shall have the unrestricted right to use or disseminate same without payment of
further compensation to Consultant.

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

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

11. Neither City nor any of its employees shall have any control over the
conduct of Consultant, or employees of Consultant, except as herein set forth, and
Consultant and employees of Consultant shall not, at any time or in any manner,
represent that Consultant or employees of Consultant, or any of them, are the officers,
agents, or employees of City. It is expressly understood and agreed that Consultant is,
and shall at all times remain, as to City a wholly independent contractor, and each party's
obligations to the other party are solely such as are set forth in this contract. Consultant
shall be free to contract for similar services to be performed for others during this
contract. [Consultant acknowledges and agrees that: (i) City will not withhold taxes of
any kind from Consultant's compensation; (ii) City will not secure workers' compensation
or pay unemployment insurance to, for or on Consultant's behalf; and (iii) City will not
provide and Consultant is not entitled to any of the usual and customary rights, benefits
or privileges of City employees.]

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

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

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

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

16. (a) Consultant shall indemnify, protect and hold harmless City,
the Board of Harbor Commissioners, and their officials, employees and agents
("Indemnified Parties"), from and against any and all liability, claims, demands,
damage, loss, obligations, causes of action, proceedings, awards, fines,
judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant’s breach or failure to comply with any of its obligations contained in this contract, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant’s control, in the performance of work or services under this contract (collectively “Claims” or individually “Claim”).

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

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

(d) To the extent this contract is a professional service contract for work or services performed by a design professional, such as an architect, landscape architect, professional engineer or professional land surveyor, subject to California Civil Code Section 2782.8, the provisions of this Section regarding Consultant’s duty to defend and indemnify shall be limited to apply only to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful
misconduct of the Consultant.] [INCLUDE ONLY IN CONTRACTS INVOLVING DESIGN SERVICES]

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

17. As a condition precedent to the effectiveness of the contract, the Consultant shall comply with the insurance requirements attached hereto as Exhibit B.

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

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

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

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

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

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

[______________________________________]

_________________________, 20__
By: ____________________________
Name: ____________________________
Title: ____________________________

_________________________, 20__
By: ____________________________
Name: ____________________________
Title: ____________________________

CONSULTANT

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

_________________________, 20__
By: ____________________________
Name: ____________________________
Title: ____________________________

Jon W. Stangerup
Chief Executive
Long Beach Harbor Department

CITY

The foregoing document is hereby approved as to form.

_________________________, 20__
By: ____________________________
Name: ____________________________
Title: ____________________________

CHARLES PARKIN, City Attorney

_________________________, 20__
By: ____________________________
Name: ____________________________
Title: ____________________________

Principal Deputy/Deputy
EXHIBIT K
POLB CONTRACTOR CERTIFICATION FORM

APPENDIX 2-9
PORT OF LONG BEACH
CONTRACTOR CERTIFICATION FORM

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

Project Name: ________________________________________

Spec #: ____________________________ (If Applicable)

Company Name: ____________________________
Main Telephone Number: ____________________________

Street Address: ____________________________

City, State, Zip Code: ____________________________

Insurance Requirements

[Blank space for signature]

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

[Blank space for signature]

Contract Terms and Conditions

[Blank space for signature]

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

[Blank space for signature]

I have read the POLB contract template provided and agree to the standard terms and conditions with the exception of what is noted in the space below.

Explain: ____________________________________________

General

[Blank space for signature]

I understand the following additional conditions:

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

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

Signature: ____________________________

Print Name: ____________________________

Title: ____________________________

Telephone Number: ____________________________

Email Address: ____________________________

12/15/2015
EXHIBIT L
POLA AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is $5,000 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 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
   1. This provision 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 will, 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, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City’s supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, 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, religion, ancestry, national origin, 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 Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their 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 contract. Such 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 Board of Public Works, Office of Contract Compliance. No such finding shall be made
except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such 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 ($10.00) for each person for each calendar day on which such 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 Office of Contract Compliance 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. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award 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 Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract
Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or 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.

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

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her
discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. 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 or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like 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 M - 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/](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 N- 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.