

Information Technology

Port of Los Angeles Cyber Resilience Center

REQUEST FOR PROPOSALS



July 8, 2020

July 8, 2020

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR A PORT CYBER RESILIENCE CENTER

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals from qualified contractors to design, install, operate, maintain and support a Port of Los Angeles Cyber Resilience Center. These services shall commence after a contract is approved by the Board of Harbor Commissioners and the Los Angeles City Council.

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

The schedule for this RFP will be as follows:

Request for Proposals Published	Wednesday, July 8, 2020
Questions Due	Wednesday, July 15, 2020 by 3PM
Responses Posted	Wednesday, July 22, 2020
2 nd Round Questions Due	Wednesday, July 29, 2020 by 3PM
Reponses Posted	Wednesday, August 5, 2020
Proposals Due	Wednesday, September 2, 2020 by 3PM

For questions regarding this RFP, please contact Tanisha Herr by email at THerr@portla.org. Firms will have two opportunities to submit questions regarding the RFP. Responses will be posted on the Harbor Department's website at <https://www.portoflosangeles.org/business/contracting-opportunities/requests-for-proposals> and www.labavn.org. It is the responsibility of any proposers to review the Port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

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

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

Sincerely,

TRICIA J. CAREY
Director, Contracts and Purchasing Division

TABLE OF CONTENTS

1.	INTRODUCTION.....	4
1.1	Brief Overview of the Project	4
1.2	The Port of Los Angeles	4
2.	PROJECT DESCRIPTION	5
2.1	Project Goals and Objectives	5
2.2	Project Scope of Work	6
3.	PROPOSAL REQUIREMENTS	16
3.1	Proposal Submission	16
3.2	Evaluation Process and Selection Criteria	17
3.3	Proposal Content	17
3.4	Checklist for RFP Submittal Requirements	22

ATTACHMENTS / EXHIBITS / APPENDIX

Attachment 1 - Port of LA Cyber Resilience Center RFP Requirements Matrix

Attachment 2 – Port of LA Cyber Resilience Center RFP Pricing Table

Attachment 3 – Proposer’s Exception Table

Attachment 4 – CRC Room Dimensions

Exhibit A - Affirmative Action

Exhibit B – Small/Very Small Business Enterprise Program

Exhibit C – Proprietary Small Business Enterprise Application

Exhibit D - Business Tax Registration Certificate (BTRC) Number

Exhibit E - Equal Benefits Ordinance

Exhibit F - RFP Selection Evaluation Form

Exhibit G – Bidder Contributions CEC Form 50 and 55

Exhibit H – Iran Contracting Act of 2010

Appendix

Appendix A – Sample Agreement

1. INTRODUCTION

1.1 Brief Overview of the Project

The Information Technology Division (ITD) is seeking proposals for a turn-key Port of Los Angeles Cyber Resilience Center (CRC) solution. This includes the design, installation, operation, maintenance and support.

Proposals shall include how the consultant will successfully accomplish the project objectives in a pandemic environment. This includes compliance with requirements and guidelines of the City of Los Angeles, County of Los Angeles, other relevant agencies and stakeholders for the duration of the agreement. Achieving stakeholder collaboration during development and being able to continue on-going operations are critical success factors and must be successfully accomplished with social distancing and other changes due to the pandemic environment.

The duration of the contract awarded as a result of this RFP is expected to be an initial term of three years from the date of execution of the agreement, with a possible two - year extension.

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 2019, the Port moved 9.3 million TEUs, maintaining its rank as the number one container port in the United States. For the last decade, the Port has also been at the forefront of revitalization of the LA Waterfront, improving public access to the water, developing public-friendly amenities and infrastructure, and transforming the shoreline into a world-class visitor destination.

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

2. PROJECT DESCRIPTION

2.1 Project Goals and Objectives

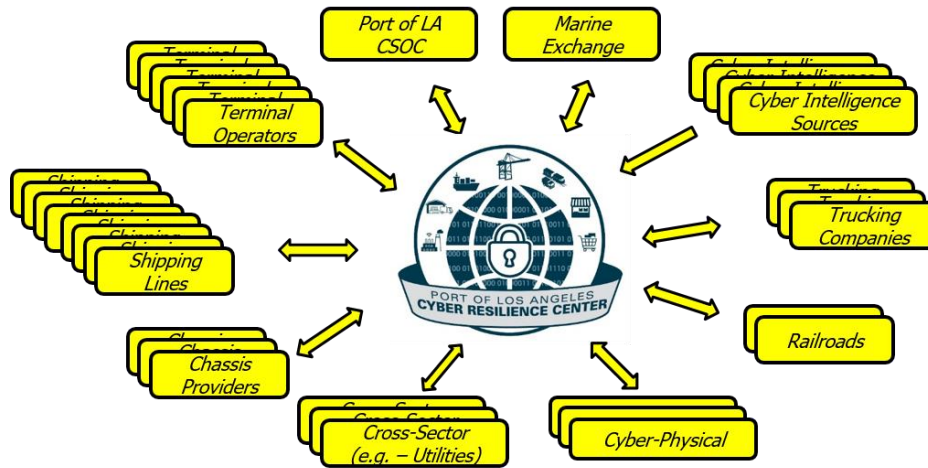
ITD is seeking proposals for a turn-key Port of Los Angeles Cyber Resilience Center (CRC) solution, including design, installation, operation, maintenance and support services. The CRC will be a first-of-its-kind solution that will help to reduce the port-wide risk of a cyber incident that could disrupt the flow of cargo at the Port of Los Angeles.

The CRC will enable key stakeholders from the Port of Los Angeles ecosystem to share cyber threat indicators and defensive measures with each other as a means to reduce the impacts of a cyber incident experienced by one of the Port's stakeholders to disrupt multiple operations within the Port of Los Angeles. In addition to defensive measures, the CRC will serve as an information resource stakeholders may use to help restore operations following an attack. The CRC will receive, analyze and share information to and from direct stakeholders (e.g. – cargo handlers, tenants) and cross-sector stakeholders (e.g. – providers of essential services to direct stakeholders) who choose to become members of the CRC.

CRC objectives include:

- Provide both automated and manual information sharing among participating stakeholders.
- Improve the quality, quantity and speed of available analysis of ecosystem cyber risks.
- Create new collaboration with stakeholders to increase cyber resilience.
- Provide a new source of information to stakeholders which could allow them to improve their cyber security posture.

The CRC will also serve as the critical first step to implement the technical foundation upon which other Port of Los Angeles technological innovations can be better protected. The CRC will be different than the scope and function of the Port's existing Cyber Security Operations Center (CSOC). The CRC will be a "system of systems" that connects to the CSOC and stakeholder cyber security systems (see diagram below), but will not duplicate or replace them, nor will the CRC be intrusive, disruptive or burdensome to stakeholder systems. Stakeholders will have the control to decide if, and how, to use information from the CRC.



A solution such as this does not exist today. Therefore, the Port of Los Angeles invites proposals for an innovative and effective CRC solution to achieve the Port's objectives.

2.2 Project Scope of Work

The Port of Los Angeles seeks a contractor to furnish resources, processes and technologies for a turn-key CRC solution. All aspects of the CRC work shall employ a collaborative approach with participating stakeholders. The requirements below provide the framework and minimum requirements of the system.

The CRC project scope of work shall include the following elements: 1) governance, 2) design, 3) data sharing agreements, 4) installation, 5) stakeholder onboarding, 6) operations, 7) warranty, maintenance and support, 8) project closeout.

1) GOVERNANCE

- 1.1 The contractor shall establish a collaborative governance structure that includes an Executive Steering Committee and a Technical Committee (collectively "Governance Committees"). Both Governance Committees shall consist of select stakeholder representatives.
- 1.2 The contractor shall establish protocols for both Governance Committees, including roles, responsibilities, policies, procedures, communications, etc., for collaborative and effective governance.
- 1.3 The contractor shall assist with the facilitation of both Governance Committees for the duration of the agreement.

2) DESIGN

2.1 General Design

- 2.1.1 The contractor shall design the CRC solution in collaboration with participating stakeholders.

- 2.1.2 The CRC shall be a closed information solution. Data will be received from participating stakeholders and from external cyber intelligence sources. However, data will be distributed only to participating stakeholders. Data will not be distributed outside of the CRC.
- 2.1.3 The CRC platform shall enable Port of Los Angeles stakeholders to automatically and manually exchange cyber threat intelligence to increase the collective knowledge base of known threat actors, activity, and malware.
- 2.1.4 The CRC shall be compliant with relevant state, federal and international laws and regulations.
- 2.1.5 The CRC platform shall be based on, and compliant with the National Institute of Standards and Technology ("NIST") Special Publication 800-150, Guide to Cyber Threat Information Sharing.
- 2.1.6 The CRC platform shall be capable of data sharing via an API, sensor and/or STIX/TAXII protocol.
- 2.1.7 The CRC will be a system of systems, and shall not replace any cyber security operations of participating stakeholders.
- 2.1.8 The CRC shall not be invasive or disruptive to existing systems of participating stakeholders.
- 2.1.9 The CRC shall not include stakeholder proprietary information.
- 2.1.10 The CRC shall not identify or expose stakeholder cyber vulnerabilities.
- 2.1.11 The CRC shall not be burdensome to stakeholder staff.
- 2.1.12 The CRC shall have a minimum availability of 99.9%, with fail-over and redundancy of critical components.
- 2.1.13 The CRC shall have a hot standby disaster recovery solution.
- 2.1.14 The CRC platform shall have tools and capabilities for authorization, authentication, and accounting.
- 2.1.15 Data at rest and in motion shall be encrypted with latest cryptographic standards.
- 2.1.16 The CRC solution shall be flexible and scalable to be able to meet future needs.
- 2.1.17 The CRC website(s) shall be hosted under designated domain(s) of the Port of Los Angeles.
- 2.1.18 Contractor may be required to travel to stakeholder and other locations. Travel expenses to be reimbursed shall be in accordance with City of Los Angeles travel policy, found in Section 1.8 of the City Controller's Manual

<http://inside.controlpanel.la/sites/default/files/inline-files/Controller%20Manual%20%283%29.pdf>).

2.1.19 On-premise, cloud, managed security services provider, or hybrid solutions will be considered.

2.2 Data Collection And Integration

2.2.1 Data elements required to meet the CRC objectives shall be identified in collaboration with stakeholders.

2.2.2 The CRC shall receive, normalize, aggregate and integrate data received from different stakeholder sources and from external cyber intelligence sources. Data source platforms and formats are expected to be different.

2.2.3 The CRC shall be able to effectively ingest data from multiple sources without failure due to overload or saturation.

2.2.4 The CRC must be capable of storage of data allowing for a minimum of 90 days retrieval. Data retention time shall be configurable.

2.2.5 Data From Stakeholders:

- Data elements that stakeholders agree to share shall be automatically transmitted from stakeholder systems to the CRC.
- A secure data collection portal shall be created and available for stakeholders to manually share additional data with the CRC.
- Data shall be transmitted from the source system to the CRC in real-time such that source data are available in the CRC at the same time as in the source system.

2.2.6 Data From External Threat Intelligence Sources:

- In addition to stakeholder data, the CRC shall be able to receive data from multiple external cyber intelligence sources.
- Contractor shall provide proposed intelligence consumption processes for the intake of external intelligence data for analysis, classification and integration into CRC operations.
- Contractor's proposal shall include up to ten recommended external threat intelligence sources that are appropriate for their solution. This can include pre-subscribed services, paid and free subscriptions, technology vendor intelligence, native capability and other sources.

2.3 Analysis

2.3.1 The CRC shall perform data analytics, data correlation, categorization and enrichment of threat indicators utilizing the latest security technologies.

- 2.3.2 The CRC should process data such that it may be used by participating stakeholders to help them classify, identify, and disseminate indicators of compromise and other selectors for blacklisting within firewalls, servers, appliances and tools.
- 2.3.3 The CRC shall include only data that is related to the maritime transportation industry, including secondary transportation sectors such as trucking and rail serving the Port of Los Angeles.
- 2.3.4 The CRC shall incorporate machine learning and artificial intelligence capabilities.

2.4 Data To Stakeholders

- 2.4.1 The CRC data shall be distributed only to the participating stakeholders.
- 2.4.2 The CRC data shall provide actionable maritime cyber security information to stakeholders that may be used as an early detection and warning of cyber threats that may help to improve cyber defenses.
- 2.4.3 The CRC shall also be an information resource to assist with cyber information for incident recovery assistance, as may be appropriate to participating stakeholders.
- 2.4.4 Data shared with stakeholders shall not be automatically ingested by stakeholder systems. Each stakeholder will have the control to decide whether to use the CRC provided data, or not, as appropriate to their operations.
- 2.4.5 Data shared with stakeholders shall be anonymized so as not to disclose the stakeholder that originally provided the information.
- 2.4.6 The CRC shall not simply pass through irrelevant or redundant data that creates “noise” and burden for stakeholders.

2.5 Visualization

2.5.1 At the CRC Facility

- The CRC shall provide visibility into the cyber posture of the Port’s ecosystem.
- The CRC shall include real-time graphical static & dynamic displays and dashboards that present threat data for situational awareness, including global trends and maritime business sector displays.
- The contractor shall preconfigure a minimum of three dashboards for likely incident scenarios.
- A Cyber Alert Indicator (similar to MS-ISAC Cyber Alert Level Indicator) for the Port of Los Angeles ecosystem shall be developed and displayed

on the dashboard. The Cyber Alert Indicator shall show the current level of cyber risk in the POLA ecosystem based on Traffic Light Protocol.

- Contractor's proposal shall include proposed examples of dashboard views.

2.5.2 For Stakeholders

- The CRC shall enable participating stakeholders to observe threat data in various dashboard models through a secure portal. Visualization for stakeholders shall include their own data and anonymized data that other stakeholders agree to share.
- The CRC shall incorporate role-based access controls, and security into the design of the platform. The CRC shall have the capability to provide separate views for stakeholders and system administrators depending upon the data and their roles.
- The CRC data shall be able to be displayed with existing stakeholder dashboards, desktops/laptops, tablets and/or smartphones.
- The CRC data shall be accessible to participating stakeholders at any time and from anywhere securely with an internet connection.
- The CRC shall communicate (e.g. alerts, notifications, updates, etc.) to participating stakeholders in real-time.
- Contractor's proposal shall include proposed examples of stakeholder views.

2.6 CRC Facility

2.6.1 Primary Facility Location

- Contractor shall build a physical CRC facility that will be the location from which CRC operations will be conducted. This facility will be used as the on-site CRC work location for an on-premise, cloud, managed security services provider, or hybrid solution.
- The CRC facility will be located in a Harbor Department building located at 300 Water Street, Wilmington, CA 90744. The dimensions of the room are 15 ft 8 in x 10 ft 4 in, with 9 feet high ceilings (See Attachment 4). The video monitors should be along the 10 ft 4 inch wall. Contractor can assume that sufficient power, lighting and HVAC exists in the room.
- Equipment racks, if any, may be installed in an adjacent, separate room.
- The CRC shall be completely independent from the Harbor Department's Information Technology infrastructure.

- The CRC facility shall include all necessary components including, but not limited to, the following:
 - Furniture, hardware, software, supplies;
 - Four console work stations/consoles for CRC operations staff/analysts;
 - Two independent Internet Service Provider (ISP) connections from different providers, minimum 1 gbps per ISP, during the Operations phase (contractor may use POLA guest internet connection during development phase);
 - Voice telephone lines, with redundancy, which function like a dispatch call center where incoming calls are sent to the same number;
 - Video wall, with minimum 6 monitors and a video wall controller;
 - Multimedia video and audio system;
 - Video teleconference system;
 - Smartboard and whiteboard;
 - Back-up power for critical components; and
 - Other facility components to meet the CRC objectives.
- Secure badge access control to enter the CRC facility will be provided by the Harbor Department.
- Contractor's proposal shall include a sketch of the proposed CRC facility layout.
- Contractor's proposal shall include all proposed network diagrams (low level and high level), and technical related documentation.

2.6.2 Alternate Facility Location

- The CRC shall be designed such that if the CRC Primary Location is not available, then an Alternate Location with an internet connection can be used to stand up the CRC and resume operations.
- Note: The Alternate Facility Location requirement is for the design only. The contractor will not build the Alternate Facility Location.

2.7 CRC Operations Manual

- 2.7.1 The contractor shall prepare an organized and succinct Operations Manual that describes how the CRC will operate. The Operations Manual shall be based on a Cyber Resilience Framework to achieve the CRC objectives.

This shall include, but is not limited to, the CRC sharing cyber threat indicators and defensive measures, and the CRC serving as an operations center where stakeholders can get information during an incident in the ecosystem.

2.7.2 The Operations Manual shall include, but is not limited to, CRC policies, procedures, roles, responsibilities, staffing levels, work shifts and contact information.

2.7.3 The Operations Manual shall include, but is not limited to, visuals of processes, data collection, integration and distribution flows.

2.7.4 The Operations Manual shall include, but is not limited to, visualization, descriptions, and uses of CRC facility dashboards.

2.7.5 The Operations Manual shall define and identify typical use cases and threat scenarios that may be submitted to the CRC, including how they should be handled.

2.7.6 The Operations Manual shall define minimum technical requirements for stakeholders to connect to the CRC.

2.7.7 The Operations Manual shall define how outages due to scheduled maintenance and other CRC disruptions will be handled, including protocols to notify stakeholders and back-up procedures.

3) DATA SHARING AGREEMENTS

3.1 Based on the CRC Design, the Contractor shall develop and write a uniform/standardized data sharing agreement to be entered into by each CRC participating stakeholder.

3.2 The data sharing agreement shall be based on the National Institute of Standards and Technology (NIST) information sharing guidelines (NIST SP 800-150) or similar.

3.3 Data sharing agreements shall be reviewed and approved by the Harbor Department Executive Director.

3.4 The Contractor shall be responsible for obtaining each participating stakeholder's approval to enter into the data sharing agreement.

4) CRC INSTALLATION

4.1 Upon receiving a Notice-to-Proceed with the CRC installation from the Executive Director of the Harbor Department, the contractor shall procure and install the CRC per the Design within the location selected by the Harbor Department. Contractor shall not incur expenses for the installation (e.g. hardware, software, construction, etc.) until after a Notice-to-Proceed has been issued.

4.2 Contractor shall be responsible for required permits, if any.

4.3 In addition to the installation of the CRC, the contractor shall also perform the following:

- Run all necessary cables between components and properly label all ports and wall plates with cable and connector information;
- Integrate all new equipment with existing equipment and infrastructure, as applicable; and
- Verify that all equipment is operational.

5) STAKEHOLDER ON-BOARDING

5.1 Contractor shall on-board stakeholders in coordination with stakeholder availability and in accordance with the CRC Design (Section 2) and Data Sharing Agreements (Section 3).

5.2 Contractor shall be responsible for all technical aspects of connecting the stakeholder systems to the CRC platform.

5.3 Contractor shall provide training to stakeholders, including but not limited to, use of the CRC platform, use of dashboards, use of data and available reports. Training shall also include communications and interactions between stakeholders and CRC Operations.

5.4 Contractor shall develop on-boarding documentation and provide documentation to stakeholders. This documentation shall be detailed and organized such that it can later be used as a stakeholder operations manual or reference guide.

5.5 Contractor may be required to travel to stakeholder and other locations. Travel expenses to be reimbursed shall be in accordance with City of Los Angeles travel policy.

6) OPERATIONS

6.1 The CRC shall be operated 24 hours per day, 7 days per week (24x7).

6.2 The contractor shall conduct operations in accordance with the CRC Operations Manual. The CRC Operations Manual shall be periodically reviewed and updated with new information and when changes are made.

6.3 The CRC shall achieve International Organization for Standardization/International Electrotechnical Commission 27001 (ISO 27001) certification within 6 months of going live and continue to maintain the certification for the duration of the contract.

6.4 Contractor shall provide feedback and recommendations for continuous improvement of the CRC.

6.5 Contractor staff that operate the CRC:

- 6.5.1 The lead person operating the CRC must possess and maintain a Certified Information Systems Security Professional (CISSP) certification. Alternate

certifications/experience in lieu of the CISSP may be considered. Additional industry certifications (e.g. GCIH, GCIA, GMON, GICSP, GRID, etc.) that are relevant to the role are recommended.

6.5.2 All staff must have excellent communication and customer service skills.

6.5.3 All staff must meet security requirements, including criminal and drug background checks.

6.5.4 All staff shall be subject to review and approval by the Harbor Department, at the proposal stage and during the term of the agreement if staffing changes are proposed by the contractor.

6.6 Operations Tools

6.6.1 An automated service management tool shall be used to manage and track inquiries and work orders.

6.6.2 Automated technical tool(s) shall be used to monitor and manage the CRC and connections to stakeholders to confirm proper operations. The tool(s) shall monitor the entire CRC environment and up to the demarcation point with the participating stakeholders.

6.7 On-Going Training

6.7.1 Contractor shall provide annual refresher CRC training for all participating stakeholder staff that interface with the CRC. This annual training shall also include tabletop exercises.

6.7.2 Contractor shall provide annual general cyber security awareness training that participating stakeholders may use for their end users, as appropriate for their company's cyber program.

6.8 Reports

6.8.1 CRC shall generate and distribute periodic reports for situational awareness and preventive operations.

6.8.2 CRC shall create and provide sanitized post-incident reports with lessons learned.

6.8.3 CRC shall provide ad-hoc reports as needed.

7) WARRANTY, MAINTENANCE AND SUPPORT

7.1 Warranty, maintenance and support shall be provided for everything provided under the agreement, for the duration of the agreement. This shall include, but is not limited to, hardware, software, services, licenses, updates, and 3rd party items.

8) CLOSEOUT

8.1 Ownership of the complete functioning CRC, including all intellectual property, software source code and documentation developed under this contract, shall be assigned by contractor to the Harbor Department at the conclusion of the contract.

For intellectual property, software source code and documentation that are not developed under this contract, the contractor shall transfer the rights to continue to use them to the Harbor Department at the conclusion of the contract; this may include, but not be limited to, transfer of subscriptions, licenses and third-party agreements.

8.2 The Harbor Department shall have full ownership rights to continue to operate and develop the CRC with its own staff or with another contractor.

8.3 All data shall be given to the Harbor Department. No copies of the data shall be retained by the contractor.

8.4 All CRC access/login credentials shall be given to the Harbor Department.

8.5 Contractor shall transition the CRC operations to the Harbor Department or designee so there is no disruption in services. This shall include knowledge transfer to the Harbor Department staff or a new contractor.

8.6 The contractor shall provide a final report that includes technical details at the time of closeout, including detailed configuration documents, security protocols, details of the developed API/STIX/TAXII protocols, process flow documents, data maps, details of analytical tools and displays, and general user documents.

9) SCHEDULE

The Harbor Department's desired schedule is presented below. However, proposers may include in their proposal an alternate schedule to achieve the CRC requirements.

1. Governance, Design and Data Sharing Agreements: Within 4 months of contract award:
 - Executive Steering and Technical Committees shall be established and in operation.
 - Design of the CRC completed.
 - Data sharing agreements should be signed with the first group of participating stakeholders (up to 20). The initial group of stakeholders will be determined during project planning.
2. Installation And On-Boarding Of First Group Of Stakeholders (up to 20): Within 6 months after the Harbor Department issues the Notice-to-Proceed (NTP) for the CRC installation:
 - CRC should be installed.
 - First group of participating stakeholders should be on-boarded.

3. On-Boarding 10 Additional Stakeholders (Total Of 30): Within 6 months after completion of Installation:
 - Data sharing agreements should be entered into with ten more stakeholders, for a total of thirty stakeholders on-boarded.
4. On-Boarding 10 Additional Stakeholders (Total Of 40): Within 12 months after completion of Installation:
 - Data sharing agreements should be established with ten more stakeholders, for a total of forty stakeholders on-boarded.
5. On-Boarding 10 Additional Stakeholders (Total Of 50): Within 18 months after completion of Installation:
 - Data sharing agreements should be established with ten more stakeholders, for a total of fifty stakeholders.
6. On-Boarding 10 Additional Stakeholders (Total Of 60): Within 24 months after completion of Installation:
 - Data sharing agreements should be established with ten more stakeholders, for a total of sixty stakeholders.
7. On-Boarding Additional Stakeholders (Total Of Up To 100, if the original 3-year contract is extended for two additional years for a total duration of five years): Within 48 months after completion of installation:
 - Data sharing agreements should be established with additional stakeholders, for a total of up to one hundred stakeholders (if agreement is 5 years).
8. ISO 27001 Certification: Within 6 months after CRC is in operation:
 - CRC should achieve ISO 27001 certification. This certification shall be maintained for the duration of the agreement.
9. On-Going Operations, Maintenance, and Enhancements:
 - Shall be provided from the completion of the CRC installation until the end of the agreement.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

One digital copy of your proposal in pdf format must be submitted on or before 3:00 p.m. Wednesday, September 2, 2020, by email to Tanisha Herr at THerr@portla.org

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

3.2 Evaluation Process and Selection Criteria

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

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Chief Information Officer, the Executive Director of the Harbor Department, the Board of Harbor Commissioners, and the Los Angeles City Council.

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

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

3.3 Proposal Content

The following items shall be included in your proposal:

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 firm.

2. Firm Qualifications, Experience and References

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

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

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

3. Project Organization, Personnel and Staffing

Provide a brief description of all key personnel and technical staff (including vendors, partners or subconsultants) to be involved and their relationship to the services to be provided.

- ☐ Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff. Skills Definition of proposed personnel and staff may be provided in lieu of names for the proposal. However, the names and resumes matching the Skills Definitions will be required prior to establishing the agreement.
- ☐ Identify the Project Manager for the proposed services.
- ☐ Complete resumes should be provided as part of an appendix to the proposal.
- ☐ Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Department's Project Manager and supervision of project team staff.
- ☐ Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.

4. Project Approach and Work Plan

Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described in Section 2.2 of this RFP. State all assumptions of the proposal, including expected contributions from the Harbor Department, if any.

- ☐ Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each. For each task, detail the number of hours by staff level and the hourly rate for each staff level. Extrapolate the total cost for each major task and for each staff level for a total project cost.
- ☐ If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.
- ☐ Include the results and deliverables expected from each major task.
- ☐ Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
- ☐ Include proposed licensing and/or Intellectual Property rights and ownership regarding Project work completed, including ownership and/or licensing rights after expiration of the Agreement, including draft agreement language, if desired. Proposed ownership/licensing rights and agreement language shall be subject to negotiation with the selected consultant.

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

5. Project Management

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

- ☐ Project kick off meeting.
- ☐ Regularly scheduled project team meetings.
- ☐ Written progress reports.
- ☐ Issue/risk management techniques.

6. Timeline

Based upon the proposed project approach and work plan, provide a detailed project schedule that illustrates the duration of each task/subtask and identifies results and deliverable milestones.

7. Reports

Provide sample reports for situational awareness and preventive operations. Also provide sample post-incident reports with lessons learned.

8. Cost

Provide pricing and cost information for the project. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed subconsultants.

9. RFP Requirements Matrix

Complete the RFP Requirements Matrix (Attachment 1) indicating you have met the specific RFP requirements and location of the information in your proposal.

10. 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.

Although there is not a mandatory SBE/VSBE requirement, provide with your

proposal the Small/Very Small Business Enterprise Program Affidavit and Contractor Description forms (Exhibit B), fully filled out for your firm and any proposed subcontractors. Please refer to Exhibit B for detailed information and instructions on completing the forms.

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/VSB E credit if they are not certified. Firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application (Exhibit C). Please refer to the Road Map in Exhibit C for a listing of agency certifications that may be accepted in lieu of completing the application. For VSBE certification, you must complete the application or be certified as a Micro-business through the State of California Department of General Services (DGS). If your firm is certified by one of the listed agencies, you must complete the instructions in the application in regards to obtaining certification on LABAVN. Applications should be mailed to the following address referencing the RFP:

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

Proposers who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any services valued in excess of \$150,000.

B) INSURANCE VERIFICATION LETTER

Provide a signed letter from your insurance carrier indicating that the following insurance, described in Appendix A, Section 10, is presently part of the proposer's coverage, or that the insurance carrier is able to provide such coverage should the proposer be selected:

- General Liability - Five Million Dollars (\$5,000,000)
- Auto Liability – One Million Dollars (\$1,000,000)
- Workers' Compensation (Statutory)
- Technology Errors and Omissions Liability - Five Million Dollars (\$5,000,000)

The insurance carrier must be aware of the indemnification requirements also set forth in Appendix A, Section 9. 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.

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

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

contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC forms 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). The forms require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without 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 H).

E) AGREEMENT TO STANDARD CONTRACT PROVISIONS

Proposers are encouraged to agree to comply with the terms of the agreement attached in Appendix A and to submit a signed letter indicating such agreement. The Harbor Department may consider alternative terms, but proposers are cautioned to limit exceptions, conditions, and limitations to the provisions of this RFP as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP. All exceptions MUST be identified in a Proposers' Exceptions table (Attachment 3). Only exceptions included in such table may be considered. Exceptions noted anywhere else in Proposers' proposal will not be considered and will not be part of any resulting agreement, if any.

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
- ☐ Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Project Approach and Work Plan
 - RFP Requirements Matrix
 - Project Management
 - Timeline
 - Sample Reports
 - Cost
- ☐ Resumes for all proposed staff personnel provided in an appendix.
- ☐ Small/Very Small Business Enterprise and Local Business Preference Programs' forms provided in this RFP are filled out providing requested information for prime and subconsultants:
 - 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, workers' compensation and technology errors and omissions liability. **ACORD CERTIFICATES WILL NOT BE ACCEPTED**
- ☐ CEC Form 50 and 55 - Bidder Contributions
- ☐ Iran Contracting Act of 2010 Compliance Affidavit
- ☐ Signed letter agreeing to the Standard Contract Provisions or completed Proposer's Exceptions Table (Attachment 3)

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
1) GOVERNANCE	
1.1 The contractor shall establish a collaborative governance structure that includes an Executive Steering Committee and a Technical Committee (collectively "Governance Committees"). Both Governance Committees shall consist of select stakeholder representatives.	
1.2 The contractor shall establish protocols for both Governance Committees, including roles, responsibilities, policies, procedures, communications, etc., for collaborative and effective governance.	
1.3 The contractor shall assist with the facilitation of both Governance Committees for the duration of the agreement.	
2) DESIGN	
2.1 General Design	
2.1.1 The contractor shall design the CRC solution in collaboration with participating stakeholders.	
2.1.2 The CRC shall be a closed information solution. Data will be received from participating stakeholders and from external cyber intelligence sources. However, data will be distributed only to participating stakeholders. Data will not be distributed outside of the CRC.	
2.1.3 The CRC platform shall enable Port of Los Angeles stakeholders to automatically and manually exchange cyber threat intelligence to increase the collective knowledge base of known threat actors, activity, and malware.	
2.1.4 The CRC shall be compliant with relevant state, federal and international laws and regulations.	
2.1.5 The CRC platform shall be based on, and compliant with the National Institute of Standards and Technology ("NIST") Special Publication 800-150, Guide to Cyber Threat Information Sharing.	
2.1.6 The CRC platform shall be capable of data sharing via an API, sensor and/or STIX/TAXII protocol.	
2.1.7 The CRC will be a system of systems, and shall not replace any cyber security operations of participating stakeholders.	
2.1.8 The CRC shall not be invasive or disruptive to existing systems of participating stakeholders.	
2.1.9 The CRC shall not include stakeholder proprietary information.	
2.1.10 The CRC shall not identify or expose stakeholder cyber vulnerabilities.	
2.1.11 The CRC shall not be burdensome to stakeholder staff.	
2.1.12 The CRC shall have a minimum availability of 99.9%, with fail-over and redundancy of critical components.	
2.1.13 The CRC shall have a hot standby disaster recovery solution.	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
2.1.14 The CRC platform shall have tools and capabilities for authorization, authentication, and accounting.	
2.1.15 Data at rest and in motion shall be encrypted with latest cryptographic standards.	
2.1.16 The CRC solution shall be flexible and scalable to be able to meet future needs.	
2.1.17 The CRC website(s) shall be hosted under designated domain(s) of the Port of Los Angeles.	
2.1.18 Contractor may be required to travel to stakeholder and other locations. Travel expenses to be reimbursed shall be in accordance with City of Los Angeles travel policy, found in Section 1.8 of the City Controller's Manual	
2.2 Data Collection And Integration	
2.2.1 Data elements required to meet the CRC objectives shall be identified in collaboration with stakeholders.	
2.2.2 The CRC shall receive, normalize, aggregate and integrate data received from different stakeholder sources and from external cyber intelligence sources. Data source platforms and formats are expected to be different.	
2.2.3 The CRC shall be able to effectively ingest data from multiple sources without failure due to overload or saturation.	
2.2.4 The CRC must be capable of storage of data allowing for a minimum of 90 days retrieval. Data retention time shall be configurable.	
2.2.5 Data From Stakeholders:	
• Data elements that stakeholders agree to share shall be automatically transmitted from stakeholder systems to the CRC.	
• A secure data collection portal shall be created and available for stakeholders to manually share additional data with the CRC.	
• Data shall be transmitted from the source system to the CRC in real-time such that source data are available in the CRC at the same time as in the source system.	
2.2.6 Data From External Threat Intelligence Sources:	
• In addition to stakeholder data, the CRC shall be able to receive data from multiple external cyber intelligence sources.	
• Contractor shall provide proposed intelligence consumption processes for the intake of external intelligence data for analysis, classification and integration into CRC operations.	
• Contractor's proposal shall include up to ten recommended external threat intelligence sources.	
2.3 Analysis	
2.3.1 The CRC shall perform data analytics, data correlation, categorization and enrichment of threat indicators utilizing the latest security technologies.	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
2.3.2 The CRC should process data such that it may be used by participating stakeholders to help them classify, identify, and disseminate indicators of compromise and other selectors for blacklisting within firewalls, servers, appliances and tools.	
2.3.3 The CRC shall include only data that is related to the maritime transportation industry, including secondary transportation sectors such as trucking and rail serving the Port of Los Angeles.	
2.3.4 The CRC shall incorporate machine learning and artificial intelligence capabilities.	
2.4 Data To Stakeholders	
2.4.1 The CRC data shall be distributed only to the participating stakeholders.	
2.4.2 The CRC data shall provide actionable maritime cyber security information to stakeholders that may be used as an early detection and warning of cyber threats that may help to improve cyber defenses.	
2.4.3 The CRC shall also be an information resource to assist with cyber information for incident recovery assistance, as may be appropriate to participating stakeholders.	
2.4.4 Data shared with stakeholders shall not be automatically ingested by stakeholder systems. Each stakeholder will have the control to decide whether to use the CRC provided data, or not, as appropriate to their operations.	
2.4.5 Data shared with stakeholders shall be anonymized so as not to disclose the stakeholder that originally provided the information.	
2.4.6 The CRC shall not simply pass through irrelevant or redundant data that creates “noise” and burden for stakeholders.	
2.5 Visualization	
2.5.1 At the CRC Facility	
<ul style="list-style-type: none"> The CRC shall provide visibility into the cyber posture of the Port’s ecosystem. The CRC shall include real-time graphical static & dynamic displays and dashboards that present threat data for situational awareness, including global trends and maritime business sector displays. The contractor shall preconfigure a minimum of three dashboards for likely incident scenarios. A Cyber Alert Indicator (similar to MS-ISAC Cyber Alert Level Indicator) for the Port of Los Angeles ecosystem shall be developed and displayed on the dashboard. The Cyber Alert Indicator shall show the current level of cyber risk in the POLA ecosystem based on Traffic Light Protocol. Contractor’s proposal shall include proposed examples of dashboard views. 	
2.5.2 For Stakeholders	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
• The CRC shall enable participating stakeholders to observe threat data in various dashboard models through a secure portal. Visualization for stakeholders shall include their own data and anonymized data that other stakeholders agree to share.	
• The CRC shall incorporate role-based access controls, and security into the design of the platform. The CRC shall have the capability to provide separate views for stakeholders and system administrators depending upon the data and their roles.	
• The CRC data shall be able to be displayed with existing stakeholder dashboards, desktops/laptops, tablets and/or smartphones.	
• The CRC data shall be accessible to participating stakeholders at any time and from anywhere securely with an internet connection.	
• The CRC shall communicate (e.g. alerts, notifications, updates, etc.) to participating stakeholders in real-time.	
• Contractor's proposal shall include proposed examples of stakeholder views.	
2.6 CRC Facility	
2.6.1 Primary Facility Location	
• Contractor shall build a physical CRC facility that will be the location from which CRC operations will be conducted.	
• The CRC facility will be located in a Harbor Department building located at 300 Water Street, Wilmington, CA 90744. The dimensions of the room are 15 ft 8 in x 10 ft 4 in, with 9 feet high ceiling (See Attachment 4). The video monitors should be along the 10 ft 4 inch wall.	
• The CRC shall be completely independent from the Harbor Department's Information Technology infrastructure.	
• The CRC facility shall include all necessary components including, but not limited to, the following:	
• Furniture, hardware, software, supplies;	
• Four console work stations/consoles for CRC operations staff/analysts;	
• Two Internet Service Provider (ISP) connections, minimum 1 gbps per ISP;	
• Voice telephone lines, with redundancy, which function like a dispatch call center where incoming calls are sent to the same number;	
• Video wall, with minimum 6 monitors and a video wall controller;	
• Multimedia video and audio system;	
• Video teleconference system;	
• Smartboard and whiteboard;	
• Sufficient power supply;	
• Back-up power for critical components; and	
• Other facility components to meet the CRC objectives.	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
• Secure badge access control to enter the CRC facility will be provided by the Harbor Department.	
• Contractor's proposal shall include a sketch of the proposed CRC facility layout.	
• Contractor's proposal shall include all proposed network diagrams (low level and high level), and technical related documentation.	
2.6.2 Alternate Facility Location	
• The CRC shall be designed such that if the CRC Primary Location is not available, then an Alternate Location with an internet connection can be used to stand up the CRC and resume operations.	
2.7 CRC Operations Manual	
2.7.1 The contractor shall prepare an organized and succinct Operations Manual that describes how the CRC will operate. The Operations Manual shall be based on a Cyber Resilience Framework to achieve the CRC objectives. This shall include, but is not limited to, the CRC sharing cyber threat indicators and defensive measures, and the CRC serving as an operations center where stakeholders can get information during an incident in the ecosystem.	
2.7.2 The Operations Manual shall include, but is not limited to, CRC policies, procedures, roles, responsibilities, staffing levels, work shifts and contact information.	
2.7.3 The Operations Manual shall include, but is not limited to, visuals of processes, data collection, integration and distribution flows.	
2.7.4 The Operations Manual shall include, but is not limited to, visualization, descriptions, and uses of CRC facility dashboards.	
2.7.5 The Operations Manual shall define and identify typical use cases and threat scenarios that may be submitted to the CRC, including how they should be handled.	
2.7.6 The Operations Manual shall define minimum technical requirements for stakeholders to connect to the CRC.	
2.7.7 The Operations Manual shall define how outages due to scheduled maintenance and other CRC disruptions will be handled, including protocols to notify stakeholders and back-up procedures.	
3) DATA SHARING AGREEMENTS	
3.1 Based on the CRC Design, the Contractor shall develop and write a uniform data sharing agreement to be entered into by each CRC participating stakeholder.	
3.2 The data sharing agreement shall be based on the National Institute of Standards and Technology (NIST) information sharing guidelines (NIST SP 800-150) or similar.	
3.3 Data sharing agreements shall be reviewed and approved by the Harbor Department Executive Director.	
3.4 The Contractor shall be responsible for obtaining each participating stakeholder's approval to enter into the data sharing agreement.	
4) CRC INSTALLATION	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
4.1 Upon receiving a Notice-to-Proceed with the CRC installation from the Executive Director of the Harbor Department, the contractor shall procure and install the CRC facility per the Design within the location selected by the Harbor Department. Contractor shall not incur expenses for the installation (e.g. hardware, software, construction, etc.) until after a Notice-to-Proceed has been issued.	
4.2 Contractor shall be responsible for required permits, if any.	
4.3 In addition to the installation of the CRC Facility, the contractor shall also perform the following:	
<ul style="list-style-type: none"> • Run all necessary cables between components and properly label all ports and wall plates with cable and connector information; 	
<ul style="list-style-type: none"> • Integrate all new equipment with existing equipment and infrastructure, as applicable; 	
<ul style="list-style-type: none"> • Verify that all equipment is operational. 	
5) STAKEHOLDER ON-BOARDING	
5.1 Contractor shall on-board stakeholders in coordination with stakeholder availability and in accordance with the CRC Design (Section 2) and Data Sharing Agreements (Section 3).	
5.2 Contractor shall be responsible for all technical aspects of connecting the stakeholder systems to the CRC platform.	
5.3 Contractor shall provide training to stakeholders, including but not limited to, use of the CRC platform, use of dashboards, use of data and available reports. Training shall also include communications and interactions between stakeholders and CRC Operations.	
5.4 Contractor shall develop on-boarding documentation and provide documentation to stakeholders. This documentation shall be detailed and organized such that it can later be used as a stakeholder operations manual or reference guide.	
5.5 Contractor may be required to travel to stakeholder and other locations. Travel expenses to be reimbursed shall be in accordance with City of Los Angeles travel policy.	
6) OPERATIONS	
6.1 The CRC shall be staffed and operated 24 hours per day, 7 days per week (24x7).	
6.2 The contractor shall conduct operations in accordance with the CRC Operations Manual. The CRC Operations Manual shall be periodically reviewed and updated with new information and when changes are made.	
6.3 The CRC shall achieve International Organization for Standardization/International Electrotechnical Commission 27001 (ISO 27001) certification within 6 months of going live and continue to maintain the certification for the duration of the contract.	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
6.4 Contractor shall provide feedback and recommendations for continuous improvement of the CRC.	
6.5 Contractor staff that operate the CRC:	
6.5.1 The lead person operating the CRC must possess a Certified Information Systems Security Professional (CISSP) certification. Additional industry certifications (e.g. GCIH, GCIA, GMON, GICSP, GRID, etc.) that are relevant to the role are recommended.	
6.5.2 Must have excellent communication and customer service skills.	
6.5.3 Must meet security requirements, including criminal and drug background checks.	
6.5.4 Shall be subject to review and approval by the Harbor Department, at the proposal stage and during the term of the agreement if staffing changes are proposed by the consultant.	
6.6 Operations Tools	
6.6.1 An automated service management tool shall be used to manage and track inquiries and work orders.	
6.6.2 Automated technical tool(s) shall be used to monitor and manage the CRC and connections to stakeholders to confirm proper operations. The tool(s) shall monitor the entire CRC environment and up to the demarcation point with the participating stakeholders.	
6.7 On-Going Training	
6.7.1 Contractor shall provide annual refresher CRC training for all participating stakeholder staff that interface with the CRC. This annual training shall also include tabletop exercises.	
6.7.2 Contractor shall provide annual general cyber security awareness training that participating stakeholders may use for their end users, as appropriate for their company's cyber program.	
6.8 Reports	
6.8.1 CRC shall generate and distribute periodic reports for situational awareness and preventive operations.	
6.8.2 CRC shall create and provide sanitized post-incident reports with lessons learned.	
6.8.3 CRC shall provide ad-hoc reports as needed.	
7) WARRANTY, MAINTENANCE AND SUPPORT	
7.1 Warranty, maintenance and support shall be provided for everything provided under the agreement, for the duration of the agreement. This shall include, but is not limited to, hardware, software, services, licenses, updates, and 3rd party items.	
8) CLOSEOUT	
8.1 Ownership of the complete functioning CRC, including all intellectual property, software source code and documentation developed under this contract, shall be assigned by contractor to the Harbor Department at the conclusion of the contract.	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
8.2 The Harbor Department shall have full ownership rights to continue to operate and develop the CRC with its own staff or with another contractor.	
8.3 All data shall be given to the Harbor Department. No copies of the data shall be retained by the contractor.	
8.4 All CRC access/login credentials shall be given to the Harbor Department.	
8.5 Contractor shall transition the CRC operations to the Harbor Department or designee so there is no disruption in services. This shall include knowledge transfer to the Harbor Department staff or a new contractor.	
8.6 The contractor shall provide a final report that includes technical details at the time of closeout, including detailed configuration documents, security protocols, details of the developed API/STIX/TAXII protocols, process flow documents, data maps, details of analytical tools and displays, and general user documents.	
9) SCHEDULE	
The Harbor Department's desired schedule is presented below. However, proposers may include in their proposal an alternate schedule to achieve the CRC requirements.	
1. Governance, Design and Data Sharing Agreements: Within 4 months of contract award:	
o Executive Steering and Technical Committees shall be established and in operation.	
o Design of the CRC completed.	
o Data sharing agreements should be signed with the first group of participating stakeholders (up to 20). The initial group of stakeholders will be determined during project planning.	
2. Installation And On-Boarding Of First Group Of Stakeholders (up to 20): Within 6 months after the Harbor Department issues the Notice-to-Proceed (NTP) for the CRC installation:	
o CRC should be installed.	
o First group of participating stakeholders should be on-boarded.	
3. On-Boarding 10 Additional Stakeholders (Total Of 30): Within 6 months after completion of Installation:	
o Data sharing agreements should be entered into with ten more stakeholders, for a total of thirty stakeholders on-boarded.	
4. On-Boarding 10 Additional Stakeholders (Total Of 40): Within 12 months after completion of Installation:	
o Data sharing agreements should be established with ten more stakeholders, for a total of forty stakeholders on-boarded.	
5. On-Boarding 10 Additional Stakeholders (Total Of 50): Within 18 months after completion of Installation:	

ATTACHMENT 1

Port of LA Cyber Resilience Center RFP Requirements Matrix

Please complete the matrix below and submit with your proposal.

REQUIREMENT	REQUIREMENT MET? (Yes or No) If Yes, provide page #
o Data sharing agreements should be established with ten more stakeholders, for a total of fifty stakeholders.	
6. On-Boarding Additional Stakeholders (Total Of Up To 100): Until the end of the agreement:	
o Data sharing agreements should be established with additional stakeholders, for a total of up to one hundred stakeholders until the end of the agreement.	
7. ISO 27001 Certification: Within 6 months after CRC is in operation:	
o CRC should achieve ISO 27001 certification. This certification shall be maintained for the duration of the agreement.	
8. On-Going Operations, Maintenance, and Enhancements:	
o Shall be provided from the completion of the CRC Installation until the end of the agreement.	

ATTACHMENT 2
Port of LA Cyber Resilience Center RFP Pricing Table

Please complete the pricing table below and submit with your proposal.

Req.	Deliverable Description	Qty	Unit	Unit Price	Total
1	Governance Stand-Up (establish protocols, kick-off)	1	lump sum		\$ -
1	Governance Operations (execute, quarterly meetings)	36	month		\$ -
2	50% Design deliverable document	1	lump sum		\$ -
2	80% Design deliverable document	1	lump sum		\$ -
2	100% Design deliverable document	1	lump sum		\$ -
3	Finished Data Sharing Agreement (final, ready to be signed)	1	lump sum		\$ -
3	Signed Data Sharing Agreements (up to 100 over 3 years)	100	stakeholder		\$ -
4	CRC Solution and Installation (breakdown items and costs)	1	lump sum		\$ -
5	On-Board Stakeholders (up to 100 on-boarded over 3 years)	100	stakeholder		\$ -
6	Operations - staffing (Proposal pricing shall be based on on-site staffing of a minimum of two analysts from 8:00 am to 5:00 pm, Monday to Friday, and automated alerts and notifications for after-hours on-call coverage and call-back if needed)	26	month		\$ -
6	Operations - subscriptions and other operations costs (list items)	TBD	TBD		\$ -
6	ISO 27001 certification	1	lump sum		\$ -
6	ISO 27001 surveillance audit	1	lump sum		\$ -
7	Warranty, Maintenance and Support	26	month		\$ -
--	Other - Travel expenses (do not include the items above)	TBD	TBD		\$ -
--	Other - Not included in above (list other items)	TBD	TBD		\$ -

TOTAL: \$ -

ATTACHMENT 3

PROPOSER'S EXCEPTIONS TABLE

The Proposer shall note all exceptions taken to the RFP requirements, statement of work, specifications, and/or proposed contractual terms and conditions in the draft agreement of this RFP. Only exceptions included in this Table may be considered. Exceptions noted anywhere else in Proposer's proposal will not be considered and will not be part of any resulting agreement, if any. POLA reserves the right to reject any proposal based on noncompliance with the Standard Contract Provisions included herein. Exceptions to be submitted in the following table format:

Section No.	Paragraph No.	Page No.	Text of Questioned Passage	Exception	Description of Exception

ATTACHMENT 4

CRC ROOM DIMENSIONS
15'8" long x 10'4" wide x 9' high

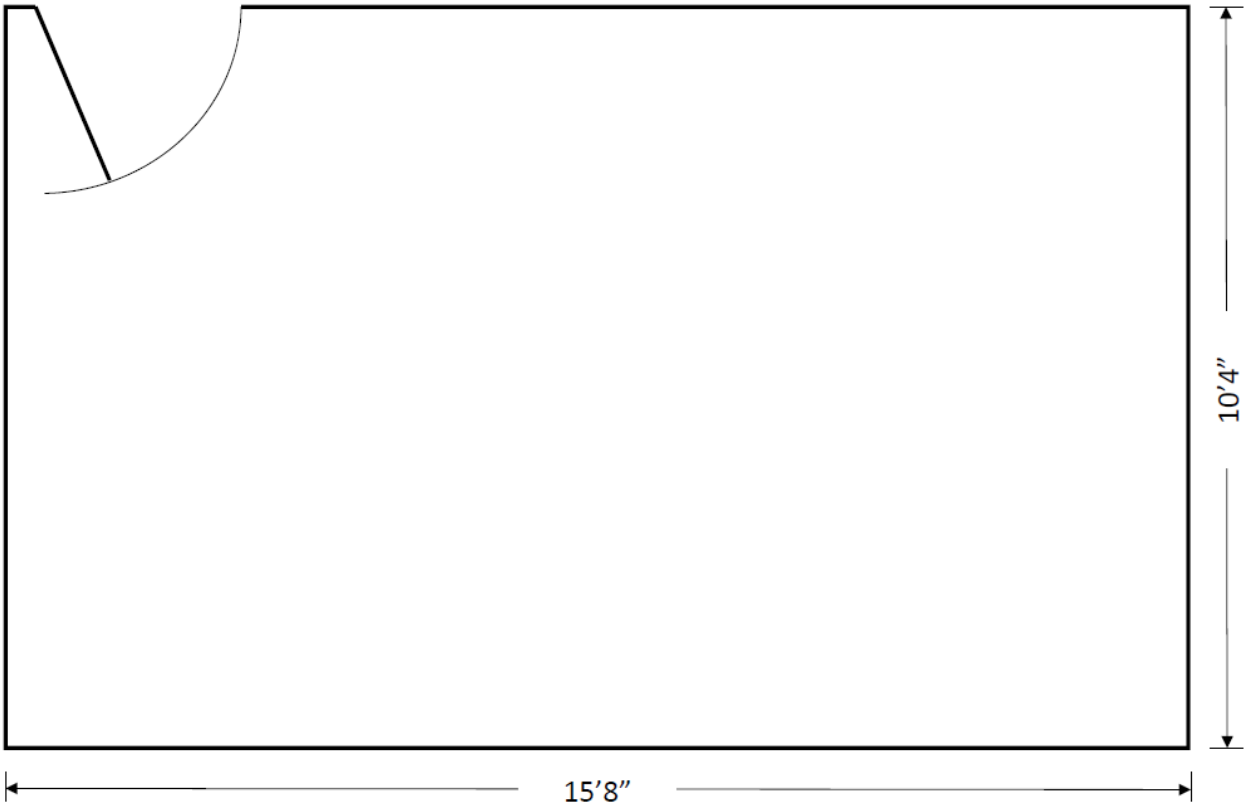


EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

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 B

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

(2) LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

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

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

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

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%.** The North American Industry Classification System (NAICS) Code for the scope of services is **541511**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$27.5 million.

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

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score.

The Harbor Department defines a LBE as:

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

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

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

AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

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

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

☐SBE ☐VSBE ☐MBE ☐WBE ☐DVBE ☐OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

☐ LBE ☐ Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ LABAVN ID#: _____

Award Total: \$ _____

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

Local Business Enterprise: YES _____ NO _____ (Check only one)

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

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: _____

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: _____

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: _____

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: _____

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: _____

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 Council WEST (WBEC-WEST) – Women-Owned Small Business (WOSB)
- City of Los Angeles – Small Local Business (SLB)
- County of Los Angeles – Local Small Business Enterprise (LSBE)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)
 - CUCP Agencies include:*
 - California Department of Transportation (CALTRANS)
 - L.A. County Metropolitan Transportation Authority (METRO)
 - San Francisco Bay Area Rapid Transit District (BART)
 - San Francisco Municipal Transportation Agency (SFMTA)
 - Santa Clara Valley Transportation Authority (VTA)
 - City of 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?

- State of California SBE program - <http://www.dgs.ca.gov/pd/Programs/QSDS/GetCertified.aspx>
- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs:
<https://www.sba.gov/federal-contracting>
- SBA Size Standards <https://www.naics.com/sba-size-standards/>
- NAICS Search <https://www.census.gov/cgi-bin/sssd/naics/naicsrch?code=811198&search=2007%20NAICS%20Search>
- LAWA SBE Program Rules and Regulations – <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements/small-business-enterprise-program>
- Port of Los Angeles Small Business Enterprise (SBE) and Local Business Preference Program information-
<https://www.portoflosangeles.org/business/contracting-opportunities/how-to-do-business-with-the-port>
- DWP SBE Program Information – https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?_afCtrl-state=bfw1rfro4_4&_afLoop=78220979903629

KEEP THIS PAGE FOR YOUR REFERENCE

Rev 10/15/2018



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: _____



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

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



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

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

III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A		
DURING THE PREVIOUS THREE (3) TAX YEARS DID ANY OWNER/OFFICER:		
	YES	NO
1. HAVE OWNERSHIP INTEREST IN ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
2. SHARE OR HAVE COMMON MANAGEMENT WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
3. SHARE OR HAVE COMMON OWNERS WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
4. HAVE A FAMILY MEMBER(S) ENGAGED IN A SIMILAR BUSINESS ACTIVITY?	<input type="checkbox"/>	<input type="checkbox"/>
5. HAVE A FINANCIAL RELATIONSHIP WITH ANOTHER BUSINESS CONSISTING OF A LOAN AND/OR ASSISTANCE BOND, SECURITY, OR CREDIT REQUIREMENTS?	<input type="checkbox"/>	<input type="checkbox"/>
6. HAVE A LONG-TERM OR PERMANENT CONTRACTUAL RELATIONSHIP WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
7. SHARE FACILITIES, EQUIPMENT, OR SYSTEMS WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
8. SHARE EMPLOYEES WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
IF YOU ANSWERED YES TO ANY OF THE ABOVE, PROVIDE THE FOLLOWING INFORMATION FOR EACH BUSINESS THAT APPLIES TO EACH "YES" RESPONSE (ATTACH ADDITIONAL PAGES IF NECESSARY)		
1) OWNER/OFFICER NAME	2) OWNER/OFFICER NAME	3) OWNER/OFFICER NAME
BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
BUSINESS ADDRESS	BUSINESS ADDRESS	BUSINESS ADDRESS
NATURE OF BUSINESS	NATURE OF BUSINESS	NATURE OF BUSINESS
NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM

IV. BUSINESS CLASSIFICATION	
PROVIDE A DESCRIPTION OF YOUR BUSINESS AND/OR INDIVIDUAL KEYWORDS WHICH BEST DESCRIBE YOUR BUSINESS SERVICES: USE THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) TO IDENTIFY THE FIRM'S AREA(S) OF SPECIALTY. THE PRIMARY NAICS REPRESENTS THE FIRM'S LARGEST SOURCE OF REVENUE FOR THE MOST RECENTLY COMPLETED FISCAL YEAR. ENTER UP TO 5 CODES. FOR A FULL LIST OF NAICS CODES AND ASSISTANCE IN LOCATING APPROPRIATE CODES PLEASE VISIT: HTTP://WWW.NAICS.COM/SEARCH.HTM	
6 DIGIT NAICS CODE & DESCRIPTION:	% OF THE FIRM'S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:
1)	
2)	
3)	
4)	
5)	



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

PENALTY OF PERJURY DECLARATION

The undersigned states:

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

Authorized Signature

Title

Print Name

Date

SUPPORTING DOCUMENTATION CHECKLIST

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

PLEASE DO NOT BIND YOUR SUBMITTAL

ALL APPLICANTS

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

SOLE PROPRIETORSHIP

- ☐ Fictitious Business Name Statement

PARTNERSHIP

- ☐ Partnership Agreement and Amendments

CORPORATION

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

LLC

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

JOINT VENTURE

- ☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

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

Exhibit D - Business Tax Registration Certificate (BTRC) Number

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

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

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

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

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

Exhibit E- Equal Benefits Ordinance

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

RFP SELECTION EVALUATION FORM

PROJECT: PORT OF LOS ANGELES CYBER RESILIENCE CENTER

SCORING GUIDELINES:

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

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

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

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?		5	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager? Locally based firm or team?		5	
C. Project Approach, Work Plan, Management and Schedule	Quality of proposed work plan to meet project scope of work requirements? Quality of project management and schedule?		6	
D. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		2	
E. Clarity and Comprehensiveness of the Proposal	Is the proposal clear, comprehensive, and understandable?		2	
	Maximum points possible=100		A+B+C+D+E=20	Total Points=

EXHIBIT G



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

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):

Name of Bidder:

Phone:

Address:

Email:

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(l):
 - 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(l)(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: _____

Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

- (l) **“Public lease or license”**.

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



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

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: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

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.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

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

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

OPTION #2: EXEMPTION

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

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

APPENDIX A

AGREEMENT NO.

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND [CONSULTANT]

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and [CONSULTANT].

WHEREAS, City requires creation, implementation and operation of a Cyber Resilience Center that will receive, analyze, enrich and distribute cyber threat information with participating stakeholders in the Port of Los Angeles ("POLA") ecosystem; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in the creation, implementation and operation of a fully expandable Cyber Resilience Center; and

WHEREAS, Consultant possesses extensive experience necessary for the creation, implementation and operation of a Cyber Resilience Center; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Statement of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Statement of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Statement of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Statement of Work. Consultant further acknowledges and agrees

APPENDIX A

that any services it performs outside the Statement of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Statement of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Consultant agrees that the Executive Director may request replacement of personnel performing services pursuant to this Agreement upon providing a written request to Consultant, and Consultant shall perform the requested substitution as soon as reasonably practicable.

E. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

2. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of

APPENDIX A

the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

4. 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.

APPENDIX A

5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be _____.

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

“I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City’s Living Wage Ordinance.

(Consultant’s Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

APPENDIX A

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

6. RECORDKEEPING AND AUDIT RIGHTS

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

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Statement of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Statement of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. 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 Code Section provides that every person, other than a municipal employee, who engages in any

APPENDIX A

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 Department. See <https://finance.lacity.org/how-register-btrc>.

9. 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, Consultant 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 Consultant'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 Agreement by Consultant 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 Agreement and those allowed under the laws of the United States, the State of California, and the City.

10. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

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 Five Million Dollars (\$5,000,000) 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

APPENDIX A

that any other insurance maintained by the Harbor 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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(2) Automobile Liability Insurance

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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(3) 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 Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(4) Technology Errors and Omissions Liability Insurance

Consultant is required to provide Technology Errors and Omissions Liability Insurance with respect to negligent or wrongful acts, errors or omissions, in rendering or failing to render computer or information technology services or technology products in connection with the professional services to be provided under this Agreement. This insurance policy shall include coverage for Privacy and Network Security and protect against claims arising from all products and services of the insured, or by its employees, agents, or contractors, and include

APPENDIX A

coverage (or no exclusion) for contractual liability. The limits disclosed herein shall neither increase nor decrease Consultant's liability as defined elsewhere in this Agreement.

Consultant certifies that it now has Technology Errors and Omissions Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim/aggregate including Notification Costs, which shall cover the work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium and a 30-days notice of cancellation for any other reasons may be submitted.

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

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

APPENDIX A

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

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

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

(2) 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.

(3) Notice of Cancellation

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

(4) Modification of Coverage

APPENDIX A

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

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

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

D. Right to Self-Insure

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

1. 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.
2. 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.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

APPENDIX A

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. 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 Executive Director's consideration of approval of self-insurance and annually thereafter.
7. 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.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

12. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

APPENDIX A

B. Consultant acknowledges that it has been selected to perform the Statement of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Statement of Work in accordance with Article 1. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Statement of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

13. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of 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 this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit D.

14. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises 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 E.

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

NOTE: Prior to being awarded a contract with the City, Consultant and all 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>.

15. 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 the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

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

16. 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 Executive Director.

17. 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.

18. 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.

19. SUPPLEMENTAL TERMS

Notwithstanding anything to the contrary in Section 21.A. or B. of this Agreement, Consultant's license, and the City's use, of any Services (as that term is defined in Exhibit F) shall be governed by the terms and conditions of the Consultant attached hereto as Exhibit F ("Supplemental Terms"). In the event of a conflict or inconsistency between the terms in the body of this Agreement and the Supplemental Terms in Exhibit F, the terms in the body of this Agreement shall control.

20. DELIVERABLE VALIDATION AND WARRANTY

A. Each deliverable identified and described in the Statement of Work ("Deliverable") will be subject to review and written acceptance by the City in accordance with this Section. Each Deliverable will be considered accepted: (a) when the City provides Consultant with written notice of acceptance, or (b) five (5) business days after Consultant's delivery of the Deliverable to the City, if Customer has not first provided Consultant with written notice of rejection. The City may reject a Deliverable only in the event that it materially deviates from the specifications set forth in the Statement of Work and only by written notice to Consultant setting forth the nature of such deviation. In the event of such rejection, Consultant will correct the deviation and redeliver the Deliverable to the City. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Section 20.A.

B. Notwithstanding anything in this Agreement to the contrary, Consultant warrants that the each Deliverable does not directly infringe a valid United States patent, copyright or trademark of a third party when used in accordance with the Statement of Work. If a Deliverable becomes, or in Consultant's opinion, is likely to become, the subject of a claim of infringement, Consultant may, at its option, (a) procure, at no cost to the City, the right to use the Deliverable, or (b) modify the Deliverable or provide a substitute to avoid the infringement. Consultant shall have no obligation or liability under this Section or Section 9 for any claim of infringement to the extent such infringement is caused by (a) a modification to the Deliverable not provided or performed by Consultant, (b) the combination of the Deliverable with other hardware, software, content, or services not provided by Consultant, or (c) use of any infringing product after Consultant has provided a non-infringing alternative.

21. PROPRIETARY INFORMATION

A. 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 Statement 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.

B. 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.

22. CONFIDENTIALITY

A party receiving Confidential Information (the "Receiving Party") will not directly or indirectly, at any time, without the prior written consent of the party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information, or any part thereof, for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement, or as otherwise expressly

APPENDIX A

permitted by this Agreement. The Receiving Party will use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party.

Consultant acknowledges that the City may be compelled to disclose Confidential Information pursuant to the California Public Records Act. Should the City be compelled, by public information request or otherwise, to disclose Consultant's Confidential Information, the City will provide written notice to Consultant and use reasonable efforts to disclose only the information legally required to be disclosed and to apply any applicable exceptions to the disclosure request.

For the purpose of this Section 22, "Confidential Information" of a party means all of that party's information and documentation disclosed to or accessed by the other party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation. "Confidential Information" does not include information that: (1) is independently developed by the Receiving Party without violating the Disclosing Party's proprietary rights; (2) is or becomes publicly known (other than through unauthorized disclosure); (3) is disclosed by the Disclosing Party to a third party free of any obligation of confidentiality; (4) is already known by the Receiving Party at the time of disclosure and the Receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (5) is rightfully received by the receiving party free of any obligation of confidentiality.

23. 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 prepaid. 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 Executive Director, 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.

24. TAXPAYER IDENTIFICATION NUMBER (TIN)

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 this Agreement. No payments will be made under this Agreement without a valid TIN.

25. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE

POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

26. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

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

The 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. The 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 Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

27. 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 No. 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 Department. Consultant shall comply with the policy wherever applicable. Violation of this 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 G.

28. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a

APPENDIX A

subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

29. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times 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 this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

30. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated

into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

31. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

32. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

33. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

34. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

35. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

36. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

37. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

////

////

////

////

(Signature page follows)

DRAFT