

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
GRAVITON CONSULTING SERVICES, INC.

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 GRAVITON CONSULTING SERVICES, INC., a Nevada corporation, 8801 Folsom Blvd., Suite 120, Sacramento, CA 95826 ("Consultant").

WHEREAS, City requires comprehensive, end-to-end managed services support for the Oracle Fusion Cloud Enterprise Resource Planning (ERP) system, including support for Oracle Cloud Infrastructure (OCI) and Oracle Integration Cloud (OIC), to ensure continued performance, reliability, and optimization of the Harbor Department's enterprise resource planning environment; and

WHEREAS, City requires the professional, expert, and technical services of Consultant on an ongoing basis to complement existing City staff in maintaining, supporting, and enhancing the Oracle Fusion Cloud Enterprise Resource Planning (ERP) system, including system monitoring, issue resolution, integrations, enhancements, configuration management, and overall system performance support; and

WHEREAS, Consultant, by virtue of its training, experience, and specialized expertise in Oracle Cloud technologies, is well qualified to provide such services to City; and

WHEREAS, while City personnel provide day-to-day functional and operational support for the Oracle Fusion Cloud Enterprise Resource Planning (ERP) system, City does not employ staff with the extensive expertise in Oracle Fusion Cloud ERP and Oracle Cloud Infrastructure (OCI) necessary to perform the full scope of managed services required for continued system performance and optimization;

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 ("Scope 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 Scope 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 Scope 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 Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope 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"). 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 or any of its subconsultants requires access to the Project area or any other premises of City's Harbor Department. Access rights, if any, shall be granted in writing to Consultant at the sole reasonable discretion of Executive Director, consistent with the Scope of Work, specifying conditions, if any, Consultant must satisfy in connection with such access. The foregoing procedure shall constitute the sole mechanism through which Consultant may obtain access to the Project area or any other premises of City's Harbor Department in connection with the Project. Consultant acknowledges that the Project area may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor 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 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 therefor.

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.

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 Five Million Seven Hundred Thousand Dollars (\$5,700,000).

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:

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

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 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 One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by 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.

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

(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. 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

Where applicable, Consultant shall comply with the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that 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) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

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

(5) 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 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 Risk Manager of City's Harbor Department with copies to the City Attorney's office.

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;

"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

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.
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.

B. Consultant acknowledges that it has been selected to perform the Scope 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 Scope of Work in accordance with Article 1. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope 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 to the fullest extent allowed by applicable law, 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.

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, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), *Equitable Access to Contracting Opportunities*, during the term of this Agreement.

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. 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 Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

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.

20. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent

necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

21. 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 Director of Information Technology, 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.

22. 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.

23. 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.

24. 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.

25. 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 F.

26. 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 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 <https://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.

27. 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.

28. 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.**

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By signing below, I attest that I have no personal, financial, beneficial, or familial interest in this Agreement.

Dated: _____, 2025

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

GRAVITON CONSULTING SERVICES. INC.

Dated: December 11, 2025

By: *Vineet*
Vineet Srivastava, President
(Print/type name and title)

By: *Greg*
Greg Catanzano, CEO
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

12-15, 2025
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: *Minah Park*
MINAH PARK, Deputy

Date: 12/4/25

Contractor/Vendor Name: Graviton Consulting Services, Inc.

Account#	542025	Project#	65000024
Division#	50010	Task#	
Budget FY:		Amount:	
FY2026		\$774,280	
FY2027		\$2,175,160	
FY2028		\$1,679,280	
FY2029		\$1,071,280	
TOTAL:		\$5,700,000	
<u>For Acct/Budget Div. Use Only</u>			
Verified By:	<i>Melody M. Ugalde</i>	Melody Ugalde 2025.12.11 10:40:52 -08'00'	
Verified Funds Available:	<i>Frank Liu</i>	Digitally signed by Frank Liu Date: 2025.12.11 12:08:42 -08'00'	
Date Approved:	12/11/25		

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1. Executive Overview

The City of Los Angeles Harbor Department (LAHD) requires comprehensive, end to end managed services for its Oracle Fusion Cloud Enterprise Resource Planning (ERP) environment, including Oracle Integration Cloud (OIC) and Oracle Cloud Infrastructure (OCI). Oracle Fusion replaced Oracle E Business Suite on October 1, 2024. This engagement is intended to ensure the continued stability, optimization, and scalability of the Oracle Fusion environment while supplementing LAHD's internal IT and Finance resources with specialized functional and technical expertise.

The Consultant, in collaboration with Oracle, shall assume full lifecycle responsibility for all Oracle Fusion ERP, OIC, and OCI components, including assessment, design, implementation, testing, deployment, monitoring, optimization, and continuous improvement.

This Scope of Work defines roles, responsibilities, deliverables, and service expectations for proactive monitoring, incident and problem management, enhancements, integrations and workflows, performance optimization, knowledge transfer, and strategic advisory services. The Consultant is accountable for full system support across Level 1, Level 2, and Level 3, including direct management of Oracle Service Requests through closure.

This Scope of Work complements the Consultant's proposal and the Agreement. All services, deliverables, and service levels in this Scope of Work are required unless specifically modified in the Agreement.

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2. Scope of Services

The Consultant shall provide day-to-day functional and technical support, system optimization, and enhancements as required for Oracle Fusion ERP. The Consultant Managed Services will be performed on a time and materials, not-to-exceed basis, following the rate schedule agreed to in Exhibit B Compensation and Payment Schedule. Each scope of services subsection below states outcomes and responsibilities

2.1 Issue Management

Issue Management encompasses Helpdesk and Ticket Management, Service Level Agreements, and Oracle Service Request, each of which are defined in the subsections below.

2.1.1 Helpdesk and Ticket Management

The Consultant shall seamlessly integrate with LAHD's incident tracking system, BMC Track-It, to manage, categorize, and resolve user issues efficiently within SLA targets. The Consultant shall escalate complex issues as needed, maintain a knowledge base for recurring incidents, and provide user-facing documentation and training to support self-service and ongoing knowledge transfer.

The Consultant shall operate a responsive Helpdesk to support LAHD's functional users and IT staff with:

- Dedicated support channels for issue intake, tracking, and resolution.
- Functional assistance with day-to-day ERP operations (e.g., invoice holds, journal entry errors, PO lifecycle support).
- Troubleshooting user access issues, workflow delays, and application errors.
- End-user guidance on new features released through Oracle quarterly updates.

Attachment 1 includes the Consultant's Managed Services Helpdesk Process diagram. In addition to issues, all LAHD requests for support will originate in Track-It. The Consultant Level 1 Helpdesk resources will review all cases and then route those cases according to the nature of the issue or request. Where an LAHD end user requires access to the Consultant's business analysts or developers, the Consultant's level 1 helpdesk resource will coordinate that connection and/or working session. In the event the Consultant's business analysts and/or developers are not made available in a timely manner, the situation will be escalated to the Consultant's Project Manager for resolution. If the Consultant's Project Manager is unable to resolve, the situation will be escalated to the Consultant's Engagement Manager.

Backlog and Ticket Prioritization:

Consultant shall endeavor to resolve all outstanding support tickets, address recurring issues, and eliminate backlog through root-cause analysis and remediation. Backlog tickets shall be prioritized and resolved in accordance with established Service Level Agreements (SLAs) and defined priority levels. Consultant shall make reasonable efforts to substantially reduce or

EXHIBIT A

eliminate high and medium priority backlog tickets within the first four (4) months of the engagement, contingent upon LAHD's timely provision of required information, access, and resources. SLA timelines shall apply to new incidents logged after commencement of managed support services; for pre-existing backlog items, LAHD and Consultant may mutually agree upon adjusted resolution timelines based on complexity, dependencies, and business impact.

2.1.2 Service Levels, Key Performance Indicators, and Deliverables

The Consultant shall ensure all support requests are triaged and addressed according to business-critical priorities and the service level agreements listed in the table below.

Table: Service Level Agreement

Incident Prioritization	Reporting	Measure Window	First Response Time (FRT)	Target Resolution Time
P1 - Critical	Weekly	24 x 7	Within 30 mins	< 4 Hours
P2 - High	Weekly	24 x 7	Within 2 hours	8 Business Hrs.
P3 - Medium	Weekly	8AM - 5PM PST	Within 8 hours	2-3 Business Days
P4 - Low	Monthly	8AM - 5PM PST	Within 1 business day	5-10 Business Days

- **P1 (Critical):** A business-critical service is down or severely impaired, significantly impacting the entire business or major functions. Requires immediate attention and resolution.
- **P2 (High):** A service is significantly degraded, or a large number of users are affected, but critical functions may still be available through workarounds. Requires prompt attention.
- **P3 (Medium):** A non-critical function is affected, or a small number of users are impacted. Can be addressed within a reasonable timeframe.
- **P4 (Low):** Minimal to no impact on business operations or a single user with an acceptable workaround. Resolution can be scheduled and managed within a standard timeframe.

In the event LAHD and Consultant staff do not agree on the incident prioritization, the matter shall be escalated to the Consultant's Project Manager for resolution. If the issue cannot be resolved to LAHD's satisfaction, it shall be further escalated to the Consultant's Engagement Manager for review and final determination.

The Consultant shall include SLA performance metrics in the monthly service review documented in section 2.7 Governance, Reporting, and Continuous Improvement.

While members of the Consultant's offshore team may access the Production environment for support purposes, the Consultant shall implement appropriate controls to ensure that all LAHD data remains stored and processed onshore within the United States.

EXHIBIT A

2.1.3 Oracle Service Request (SR) Management

The Consultant shall act as the LAHD liaison with Oracle, with responsibility for facilitating service request process. The Consultant shall manage the following:

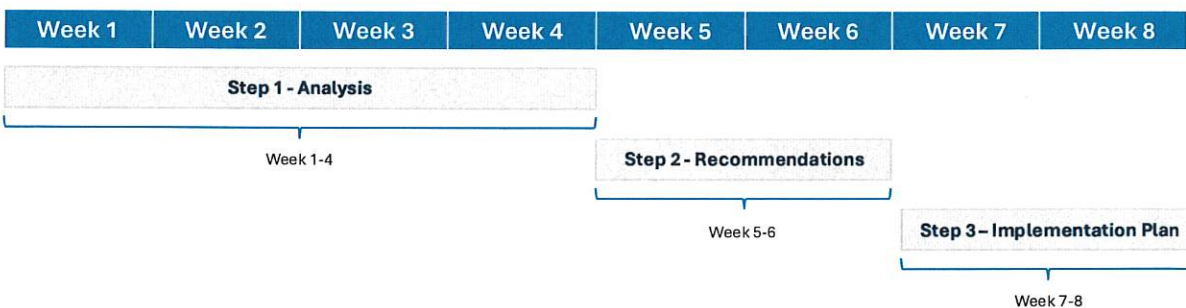
- Open Service Requests, provide diagnostics, and work directly with Oracle engineers until closure.
- Escalate through Oracle channels as needed and validate fixes in LAHD environments prior to closure.
- Provide weekly Service Request status during stabilization and monthly status thereafter.
- Record Service Request identifiers in the LAHD ticketing system for audit traceability.

2.2 Managed Services Transition

Upon execution of this agreement and the initiation of managed services, the Consultant shall facilitate a Managed Services Transition including knowledge transfer of the existing LAHD functional and technical design including business processes, configurations, workflows, security, integrations, reporting, etc. During the Managed Services transition period, the Consultant shall analyze LAHD's utilization of Oracle Fusion (ERP), Oracle Cloud Infrastructure (OCI), and Oracle Integration Cloud (OIC) to then document recommendations to improve LAHD's system utilization. Following the formulation of recommendations, the Consultant shall develop an implementation plan deliverable that establishes a multi-fiscal year plan to implement its recommendations.

The Managed Services Transition will be a three-step process performed over an eight-week period. While the Managed Services Transition is underway, the Consultant team members will simultaneously start the Help Desk Level 1, Level 2, and Level 3 support defined by Section 2.1.1 Helpdesk and Ticket Management. The graphic below depicts the Managed Services Transition Plan Timeline.

Graphic: Managed Services Transition Plan Timeline



Step 1 – Analysis

In assessing LAHD's utilization of Oracle ERP, OCI, and OIC, the Consultant team members will lead work sessions organized by the Oracle Modules listed in section 2.4.1 Financial Modules.

EXHIBIT A

- General Ledger and Financial Reporting
- Project and Grant Management
- Procurement and Accounts Payable
- Asset Management and Fixed Assets
- Inventory and Warehouse Management

The Consultant shall follow an enterprise approach whereby the team analyzes end-to-end integrated business processes. For each integrated business process, a series of work sessions will be conducted to analyze the following four variables.

- **Functional Analysis** – The Consultant project team will analyze LAHD’s use of the Oracle Cloud system to support its business processes, including configuration, workflows, business processes, etc.
- **Technical Analysis** - The Consultant project team will analyze LAHD’s development items, including interfaces, reports, extensions, security, etc.
- **Operations Analysis** – The Consultant project team will analyze how the system is currently maintained, including governance, environment management, change control, etc.

Step 2 Recommendations

After completing our analysis of the integrated business process, the Consultant shall develop a series of recommendations and, upon LAHD approval, shall be responsible for executing the implementation of all approved recommendations, including configuration changes, workflow updates, and report development. The Consultant’s recommendations will be organized by integrated business process. For each recommendation the Consultant shall assign two key measures to be used in determining its priority: value to the organization and ease of implementation.

The recommendations will be reviewed with LAHD leadership for the purpose of determining LAHD’s Managed Services priorities. Those recommendations and priorities will then drive the Managed Services Implementation Plan.

Step 3 Implementation Plan

The Consultant shall develop an Implementation Plan deliverable spanning three years. The Implementation Plan will document the scope, approach, timeline, staffing, and cost estimates for each recommendation. Following LAHD’s approval, the Consultant will then implement the recommendations in accordance with the Implementation Plan deliverable.

2.3 Contract Year Priorities and Ongoing Support

The Consultant shall provide comprehensive Managed Services Support for a period of three (3) years. Each Contract Year shall include defined priorities and tasks aligned with LAHD’s

EXHIBIT A

operational requirements, optimization roadmap, and the Managed Services Transition Plan referenced in Section 2.2.

This section sets forth the key priorities and tasks for each Contract Year to guide the Consultant's service delivery. These priorities and tasks are subject to modification by LAHD to reflect changing operational needs. The Consultant shall perform all services necessary to maintain, support, and enhance the Oracle Fusion Cloud ERP, Oracle Integration Cloud (OIC), and Oracle Cloud Infrastructure (OCI) environments, regardless of whether such services are explicitly listed in this section.

Services shall include but are not limited to incident management and resolution, system performance optimization, compliance and audit support, documentation and configuration maintenance, end-user training, and the proactive identification and implementation of system improvements. All services shall be delivered in accordance with industry best practices and Oracle-recommended standards. The Consultant shall coordinate closely with LAHD to ensure services remain aligned with current business and technical requirements throughout the contract term.

2.3.1 Ongoing Support Activities (Years 1-3)

The following activities shall be performed continuously throughout the three-year engagement:

- Providing day-to-day managed services support across all Oracle environments, including incident management, issue resolution, and routine service requests.
- Monitoring system health, integrations, and infrastructure performance to proactively identify and address potential issues.
- Managing quarterly patching, release activities, and Oracle update validations, including working closely with Oracle to assess new features, develop optimization plans, and ensure alignment with industry best practices from both functional and technical perspectives.
- Maintaining system documentation, configurations, and audit materials to ensure operational readiness and compliance.
- Delivering refresher and new-feature training for end users based on Oracle release updates.
- Supporting ongoing functional enhancements and small-scale improvements to meet business needs and maintain system efficiency.
- Continuously refining system monitoring, backup, recovery, and disaster recovery procedures.

2.3.2 Contract Year 1 Priorities

Contract Year 1 will serve as the stabilization and initial optimization phase of the Managed Services engagement. In addition to establishing a secure and stable operational foundation for Oracle Fusion Cloud ERP, OIC, and OCI, several key remediation and improvement initiatives will be launched.

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Key objectives include:

- Resolving outstanding support tickets, addressing recurring issues, and eliminating backlog through root-cause analysis and remediation. The Consultant shall prioritize and resolve backlog items in accordance with the SLAs and priority levels defined in Section 2.1.2. Efforts will be made to substantially reduce or eliminate high- and medium-priority backlog tickets within the first four (4) months, contingent upon LAHD's timely provision of necessary information, access, and resources. Adjusted resolution timelines for complex items will be mutually agreed upon.
- Conducting an integrated assessment of Oracle Fusion configurations, OIC integrations, and OCI infrastructure to identify performance issues, configuration gaps, and automation opportunities.
- Initiating high-priority optimization initiatives identified in the Managed Services Transition Plan, including configuration refinements, interface updates, and automation of recurring administrative tasks.
- Evaluating and enhancing backup, recovery, and disaster recovery procedures to align with LAHD's business continuity objectives.
- Assessing the configuration and management of legacy Oracle E-Business Suite (EBS) and SQL Server data, and initiating planning or pilot implementation of a secure, scalable archive solution.
- Conducting knowledge transfer sessions and documenting configuration baselines, performance metrics, and operational procedures for LAHD staff.
- Assessing LAHD's internal capabilities, identifying training needs, and developing a comprehensive training plan to build Oracle Cloud proficiency across the organization.
- Delivering targeted training modules and updating training documentation and short videos to support user adoption of optimized processes.
- Completing the migration of historical data from legacy systems into the approved archive solution.

At the conclusion of Contract Year 1, LAHD and the Consultant shall conduct a joint performance review to assess progress on stabilization and optimization efforts and to collaboratively further define priorities for Contract Year 2.

2.3.3 Contract Year 2 Priorities

Contract Year 2 will focus on completing major optimization and enhancement initiatives initiated in Year 1, while implementing additional process improvements and automation opportunities identified in the Transition Plan.

Key objectives include:

- Fully implementing configuration, integration, and infrastructure enhancements across Oracle Fusion ERP, OIC, and OCI.

EXHIBIT A

- Expanding workflow automation and system utilization improvements to enhance operational efficiency and user experience.
- Delivering a comprehensive end-user training program and maintaining all training content and documentation.
- Conducting quarterly performance reviews, capacity assessments, and release management activities aligned with Oracle's update cycle.
- Continuing to refine system monitoring, patching, and performance tuning routines to ensure reliability and compliance.

At the conclusion of Contract Year 2, LAHD and the Consultant shall conduct a joint performance review to evaluate progress and further define priorities for Contract Year 3.

2.3.4 Contract Year 3 Priorities

Contract Year 3 will transition into a steady-state operational support phase, emphasizing system reliability, daily support, and continuous improvement.

Key objectives include:

- Providing day-to-day managed services support across all Oracle environments, including incident management, issue resolution, and routine service requests.
- Monitoring system health, integrations, and infrastructure performance to proactively address potential issues.
- Managing quarterly patching, release activities, and Oracle update validations.
- Supporting ongoing functional enhancements and small-scale improvements to meet evolving business needs.
- Delivering refresher and new-feature training for end users based on Oracle release updates.
- Maintaining all system documentation, configurations, and audit materials to ensure operational readiness and compliance.
- Conducting a final performance and lessons-learned review and preparing transition documentation for contract renewal or handoff to future support arrangements.

At the conclusion of Contract Year 3, LAHD and the Consultant shall conduct a final performance review to assess overall outcomes, capture lessons learned, and develop recommendations for future support, or contract renewal.

2.4 Functional Scope

The Consultant shall provide comprehensive support for all Oracle Fusion ERP functional modules implemented at LAHD. The following table outlines key functional areas currently in scope, but support is not limited to these modules.

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Table: Functional Areas

Functional Area	Scope of Services
General Ledger and Financial Reporting	<ul style="list-style-type: none"> • Provide end-to-end support for General Ledger (GL) functions, including journal entries, accounting analysis, interfund analysis, financial close processes, balance sheet reconciliations, and reporting. • Support for month-end and year-end close activities, ensuring accurate financial reporting and compliance with accounting standards. • Ensure seamless integration and reconciliation between GL and other modules, delivering timely, accurate financial statements and regulatory reports.
Budgetary Control	<ul style="list-style-type: none"> • Support budgetary control configurations related to General Ledger and Projects controls and rules. • Accounting Close balances within GL should be reflected within the Budgetary Control Module and match to ensure proper controls. • Assist in process management to ensure Accrued Expenses are reflected correctly in Budgetary Control Module. • Assist in process management to ensure project-based budgetary controls are accurate.
Project and Grant Management	<ul style="list-style-type: none"> • Support project and grant lifecycle management, including budget creation, cost tracking, revenue recognition, and project billing. • Ensure compliance with grant reporting requirements and proper allocation of costs and revenue in accordance with project and grant contracts. • Oversee integration with financial modules to ensure accurate project-based financial reporting and management • Review LAHD current difficulties with the Construction Payment System (CPS) System and Construction as it relates to the Grants Management module configuration and business process design.
Procurement and Accounts Payable	<ul style="list-style-type: none"> • Manage and optimize the procurement process, from supplier management, sourcing (Request for Proposal "RFPs", Request for Information "RFIs", etc.), and purchase orders to invoicing and payments, ensuring efficiency, accuracy, and compliance.

EXHIBIT A

Functional Area	Scope of Services
	<ul style="list-style-type: none"> Support for accounts payable functions, including invoice processing, payment disbursements, and reconciliation with purchase orders and receipts. Review the end-to-end business process and the corresponding touch points and handoffs between Contracts and Purchasing (C&P) and Finance.
Sourcing to Contracts	<ul style="list-style-type: none"> Assess the LAHD business sourcing to contracts business process to determine if there are opportunities to extend the use of the Oracle enterprise contracts and sourcing capabilities. Include findings and recommendations for utilization of Oracle Cloud Strategic Sourcing and Enterprise Contracts modules in the Managed Services Transition Plan deliverable.
Asset Management and Fixed Assets	<ul style="list-style-type: none"> Oversee asset lifecycle management from acquisition through depreciation, tracking, and retirement. Support fixed asset processes, ensuring accurate asset tracking, valuation, and reporting in compliance with accounting standards.
Inventory and Warehouse Management	<ul style="list-style-type: none"> Provide support for inventory tracking, warehouse operations, and stock management, ensuring accurate data flows into financial reporting for cost tracking and reconciliation. Ensure efficient inventory management and optimization of stock levels to meet business demands.

2.4.1 Financial Modules

The Consultant shall provide support for each Oracle Fusion Financial module implemented at LAHD, including but not limited to Oracle Fusion financial modules listed in the table below.

Table: Financial Modules

Module	Scope of Services
General Ledger	<p>The Consultant shall support all aspects of LAHD’s general ledger configuration and operations, including:</p> <ul style="list-style-type: none"> Journal entry creation, approval workflows, and posting Month-end and year-end close processes and reconciliations Revaluation, allocations, and multi-ledger management

EXHIBIT A

Module	Scope of Services
	<ul style="list-style-type: none"> • Financial statement generation and compliance with public sector reporting standards (e.g., Annual Comprehensive Financial Report “ACFR”) • Support for chart of accounts maintenance, value set updates, and cross-validation rules
Control Budgets	<p>Support all aspects of LAHD’s control budgets configuration and operations, including:</p> <ul style="list-style-type: none"> • Support budgetary control configurations related to General Ledger and Projects controls and rules • Creation of budgets in ERP via import from EPM • Management of budget revisions • Real-time validation of subledger transactions such as requisitions, purchase orders, expenses, and invoices • Review and update of control budget configuration to ensure proper control outcomes • Review and update budget tolerances and supplemental rules • Review and update of LAHD control budget reports and inquiries to monitor fund balances and spending analysis
Accounts Payable	<p>Ensure seamless processing and compliance in the procure-to-pay cycle by supporting:</p> <ul style="list-style-type: none"> • Supplier invoice entry, validation, and holds resolution including Supplier Portal Invoice submission and OCR matching • Payment processing, disbursement configurations, and payment method management • PO/invoice matching, approval escalations, and exception handling • Management of supplier profiles, tax configurations, and 1099 processing
Accounts Receivable	<p>Assist LAHD with all revenue and receivables activities, including:</p> <ul style="list-style-type: none"> • Invoice creation, receipt processing, and customer account maintenance • Credit memo application, refunds to customers, unapplied receipts resolution, and collections support • Lockbox integration and payment application • Aging analysis and reporting for cash flow visibility

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Module	Scope of Services
Expenses	<p>Assist LAHD with Expenses module features from expense capture to reimbursement. Support will include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Expense capture • Expense submission and approval workflow • Expense reimbursement • Expense reporting and inquiry
Cash Management	<p>Assist LAHD with all aspects of Oracle Fusion Cash Management framework for managing banks and bank accounts including:</p> <ul style="list-style-type: none"> • Bank integrations • Bank account reconciliation • Book-to-bank reconciliation
Procurement	<p>Support the full source-to-settle cycle through:</p> <ul style="list-style-type: none"> • Supplier onboarding, profile updates, and risk classification • Creation and approval of requisitions, purchase orders, and change orders • Support for contract purchase agreements and sourcing events • Troubleshooting integration points with AP and Inventory • Support process of creating Complex POs and related Work Confirmations
Fixed Assets	<p>The Consultant's functional team will support the lifecycle management of assets through:</p> <ul style="list-style-type: none"> • Asset addition (manual, mass, and CIP), transfers, and retirements • Depreciation setup, execution, and adjustments • Book controls and reporting for governmental and grant-funded assets • Assistance with physical inventory and reconciliation of assets with the GL
Inventory Management	<p>Assist LAHD in managing inventory efficiently and ensuring proper costing by supporting:</p> <ul style="list-style-type: none"> • Inventory transactions, including receipts, issues, transfers, and cycle counts

EXHIBIT A

Module	Scope of Services
	<ul style="list-style-type: none"> • Material status management, sub-inventory configuration, and item master maintenance • Costing configuration and reconciliation with GL • Integration support with procurement and asset modules
Project and Grant Management	<p>Provide functional support for managing capital and grant-funded initiatives through:</p> <ul style="list-style-type: none"> • Setup and maintenance of projects, tasks, and award structures • Budget planning, expenditure tracking, and cost allocation • Integration with Procurement, AP, and AR for billing and expense capture • Revenue recognition, invoicing, and compliance with grant conditions and federal/state requirements • Increasing automation and efficiency of grants compliance tracking and grants expense tracking through improvements in the configuration and use of the Grants module.
Order Fulfillment & Financial Reporting	<p>Ensure complete visibility across the order-to-cash cycle and financial operations, the Consultant shall:</p> <ul style="list-style-type: none"> • Support end-to-end process integration between AR, Projects, and GL • Assist in troubleshooting fulfillment, billing, and revenue events • Maintain and enhance Business Intelligent (BI) Publisher and Oracle Transactional Business Intelligence (OTBI) reports for operational and regulatory reporting • Support dashboard creation for executive visibility and audit readiness

2.4.2 Business Process Review and Optimization

During the Managed Services Transition period the Consultant shall review and evaluate LAHD's end-to-end financial and procurement business processes, including procure-to-pay, order-to-cash, record-to-report, and project-to-asset cycles. The Consultant shall make recommendations for LAHD to improve its utilization of the Oracle ERP system by increasing efficiency, eliminating redundancies, and aligning LAHD business practices with Oracle Cloud ERP best practices. The Consultant shall implement approved business process optimization recommendations in accordance with the Managed Services Transition Plan deliverable.

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This review shall include all configurations, workflows, and reporting logic currently in use. The Consultant shall document findings, provide prioritized recommendations, and implement all approved changes

2.4.3 Configuration and Workflow Management

For all financial modules, the Consultant shall maintain and optimize configurations, lookups, validation rules, and workflow hierarchies. During the Managed Services Transition period the Consultant shall review approval flows, delegation rules, and escalation paths to ensure compliance with LAHD internal-control policies. The Consultant shall make recommendations for LAHD to update its configurations and workflows. All approved changes shall be documented and reflected in updated process documentation. The Consultant shall implement approved configuration and workflow management recommendations in accordance with the Managed Services Transition Plan deliverable. The Consultant shall also review and optimize all workflow hierarchies and approval chains to ensure alignment with LAHD's operational and compliance requirements.

The Consultant shall identify opportunities to automate manual workflows using Oracle-native tools and best practices. Automation opportunities shall be documented, reviewed with LAHD, and implemented upon approval.

2.4.4 Month-End and Year-End Close Support

The Consultant shall assist LAHD in both month-end and year-end close activities across all financial modules. The Consultant shall be responsible for subledger reconciliation, suspense-account clearance, journal validation, and review of dependent processes.

For month-end close support, the Consultant shall collaborate with LAHD to develop and maintain a standardized close checklist, as well as support to complete the month end close process and ensure timely, accurate financial reporting. The month end close activities include but are not limited to the subledger and general ledger tasks listed in the sample activity table below.

Table: Month End Close Processes

Step #	Task
A	Cash Management
A.1	Initiate Bank Transfers (using the Bank portal)
A.2	Load Bank Statements
A.3	Reconcile Bank Statement
A.4	Review Autoreconcile Bank Statements Results
A.5	Review Bank Statement Transactions
A.6	Perform any manual Bank reconciliation, as necessary
A.7	Create Accounting and Transfer to General Ledger
A.8	Review and Correct Accounting Exceptions

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Step #	Task
A.9	Submit Cash to General Ledger Reconciliation Report
A.10	Submit Bank Statement Report
A.11	Submit General Ledger and Subledger Account Analysis Report
A.12	Correct any Invalid Entries to the General Ledger Cash Account as needed
B	Payroll
B.1	Cost Payroll
B.2	Cost Un-reconciled Payments
B.3	Create Accounting and Transfer to General Ledger
B.4	Calculate Partial Period Accruals
B.5	Transfer Payment Information to Cash Management
B.6	Cost Reconciled Payments and Create Accounting
C	Expenses
C.1	Upload Corporate Card Statements
C.2	Validate Corporate Card Statements
C.3	Complete and Submit Expense Reports
C.4	Approve Expense Reports
C.5	Audit Expense Reports
C.6	Transfer entries to Accounts Payable
D	Payables
D.1	Complete all invoices, credits, and prepayments
D.2	Approve all unapproved invoices
D.3	Complete Payment Request
D.4	Review Payables Invoice Register
D.5	Review Payables Payment Register
D.6	Reconcile Payments to Bank Statement Activity
D.7	Create Accounting for Procurement and Transfer to General Ledger
D.8	Create Accounting for Payables and Transfer to General Ledger
D.9	Review and Correct Accounting Exceptions
D.10	Submit the Unaccounted Transactions Sweep Process
D.11	Review Payables Period Close Exceptions report
D.12	Close the Current Payables Period
D.13	Prepare Payables to General Ledger Reconciliation
D.14	Review Payables to General Ledger Reconciliation
D.15	Review Payables Trial Balance Report
D.16	Review Payables Invoice Register
D.17	Review Payables Payment Register
D.18	Review Journal Entries Report
D.19	Review Payables Invoice Aging Report

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Step #	Task
D.20	Accrue Un-invoiced Receipts
D.21	Transfer capital invoice line distributions from Payables to Fixed Assets
D.22	Transfer Cost Information to Cost Management
D.23	Submit General Ledger and Subledger Account Analysis Report
D.24	Review Payables Key Indicators report
D.25	Review US 1099 Withholding reports
D.26	Reopen Period and Correct any errors
D.27	Open the Next Payables Period
E	Projects
E.1	Close Feeder Systems (Payables and Payroll)
E.2	Import transactions into Projects
E.3	Set Period Status in Projects to Close Pending
E.4	Ensure Next Period is Open or Future Enterable
E.5	Process Cost Transactions
E.6	Create Accounting for Cost Transactions
E.7	Generate Asset Lines and Interface to Fixed Assets.
E.8	Generate Revenue
E.9	Generate Invoices and Interface to Receivables
E.10	Review and Resolve Billing Transaction Exceptions
E.11	Reclassify Billing Offset Balances
E.12	Create Accounting for Revenue and Billing Offsets
E.13	Submit and Review the Period Close Exceptions Reports
E.14	Verify that all Billing Transactions are Accounted
E.15	Submit the Project Cost Account Reconciliation report (Optional)
E.16	Close Period
F	Receivables
F.1	Complete all Transactions for the Period Being Closed
F.2	Recognize Revenue
F.3	Reconcile Receipts to Bank Statement Activity for the Period
F.4	Create Accounting and Transfer to General Ledger
F.5	Submit and Review the Period Close Exceptions Reports
F.6	Pending Close the Current Receivables Period
F.7	Sweep Receivables Transactions to Another Period
F.8	Open the Next Receivables Period
F.9	Review Potential Reconciling Items Report (Optional)
F.10	Prepare Receivables to General Ledger Reconciliation
F.11	Reconcile Receivables Balances to General Ledger

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Step #	Task
F.12	Review Receivables Aging By General Ledger Account and Multifund Accounting Report
F.13	Close Receivables Period
F.14	Review General Ledger and Subledger Account Analysis Report
G	Procurement
G.1	Complete all Transactions for the Period Being Closed (Reqs/POs) - Confirm Receipts.
G.2	Submit the Confirm Receipts Workflow to send notifications to requestors or buyers who have created requisitions in Self-Service-Procurement.
G.3	Complete Invoicing, Credits and Adjustments
G.4	Review Budgetary Control Balances
G.5	Complete Receipts
G.6	Review Outstanding and Overdue Purchase Orders (Optional)
G.7	Follow up Receipts - Check with Suppliers
G.8	Run and Post Create Accounting for Purchasing. Submit and Review the Period Close Exceptions Reports - "Subledger Period Close Exceptions Report"
G.9	Complete the Payables Period-End Process
G.10	Perform Period-End or Year-End Budgetary Control or Encumbrance Processing (Optional)
H	Inventory
H.1	Complete All Transactions for the Period Being Closed
H.2	Check Transaction Interfaces
H.3	Transfer Transactions from Inventory to Costing
H.4	Transfer Transactions from Receiving to Costing
H.5	Transfer Costs to Cost Management
H.6	Create Receipt Account Distributions
H.7	Create Cost Accounting Distributions
H.8	Review Cost Accounting Distributions
H.9	Submit Period-End Validations
H.10	Check and Fix Cost Processing Errors
H.11	Open the Next Inventory Period
H.12	Submit Create Accounting Process for Receipt Accounting in SLA in Draft/Final Mode
H.13	Submit Create Accounting Process in SLA in Draft Mode
H.14	Submit Inventory Valuation Reports and Reconcile the Costing Inventory Valuation with General Ledger (Optional)
H.15	Close the Current Inventory Period
I	Fixed Assets

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Step #	Task
I.1	Complete All In-Progress Transactions
I.2	Complete All Transactions for the Period Being Closed
I.3	Calculate Lease Interest and Expenses
I.4	Submit Depreciation for CORP Book
I.5	Copy All Asset Transaction to GASB Book
I.6	Submit Depreciation for GASB BOOK
I.7	Copy All Asset Transaction to PROP Book
I.8	Submit Depreciation for PROP BOOK
I.9	Roll Back Depreciation
I.10	Create Accounting
I.11	Review and Correct Accounting Exceptions
I.12	Review Subledger Period Close Exception Report
I.13	Review and Post Journal Entries
I.14	Review Journal Entry Reserve Ledger
I.15	Review Asset Cost and Reserve Report
I.16	Review Cost Detail and Cost Summary Reports
I.17	Review CIP Detail and CIP Summary Reports
I.18	Reserve Detail and Reserve Summary Reports
I.19	Review Asset Additions Report
I.20	Review Asset Cost Adjustment Report
I.21	Review Asset Category Change Report
I.22	Review Asset Transfers Report
I.23	Review Asset Retirements Report
I.24	Review Cost Clearing Reconciliation Report
I.25	Review Asset Lease Expenses Report
I.26	Reconcile Fixed Assets Balances to the General Ledger
J	General Ledger
J.1	Next Period is by default Future-enterable
J.2	Create Accounting and Transfer to General Ledger
J.3	Complete Import of Accounting Entries from Subledgers (Optional if already completed in Subledger using Create Accounting)
J.4	Complete Import of Accounting Entries from Non-Oracle-Cloud Subledgers (Optional)
J.5	Generate Reversal Journals (Optional)
J.6	Generate Allocations and Recurring Entries (Optional)
J.7	Review and Verify Journal Details of Un-posted Journal Entries
J.8	Post All Journal Batches
J.9	Submit Subledger Period Close Exceptions Report (Optional)

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Step #	Task
J.10	Reconcile General Ledger Balances
J.11	Reconcile Intercompany Balances (Optional)
J.12	Enter Adjustment and/or Accrual Journal Entries and Post
J.13	Maintain Foreign Currency Exchange Rates
J.14	Close the Current General Ledger Period
J.15	Open the Next General Ledger Period
J.16	Open the Next Encumbrance Year
J.17	Reverse Accrual Journal Entries (Optional)
J.18	Submit Financial Reports for the Closed Period
J.19	Reconcile Encumbrance Accounting Balances (Optional)
J.20	Create Income Statements, Closing Journals (Optional - TBD)
J.21	Create Balance Sheet, closing Journals (Optional - TBD)
J.22	Carry Forward Encumbrance Accounting Balances at Year-End (Optional)
K	Control Budgets
K.1	Complete Transactions That Require Budgetary Control
K.2	Close the Current Control Budget Period
K.3	Open Next Control Budget Period
K.4	Clear unused budgets for select funds (Budget Revision)
K.5	Reverse outstanding encumbrances for grant funds
K.6	Load Budget Amounts to Next Period
K.7	Reestablish the budgets removed from Prior FY into the new FY (Budget Revision)
K.8	Reconcile Budgetary Control Balances
K.9	Submit Reports for Period-End or Year-End Reporting
K.10	Plan for New Budget Year
K.11	Carry Forward Balances at Year-End (Optional)
K.12	Roll Over Budget Year (in EPM)

For year-end close, the Consultant shall collaborate with LAHD to develop and maintain a standardized year-end close checklist, as well as provide support to complete the year-end close process and ensure timely, accurate financial reporting. In addition, the Consultant shall provide post year-end ACFR development support. The year end close activities include but are not limited to the subledger and general ledger tasks listed in the sample activity table below.

Table: Year End Close Processes

Step #	Task
AA	Planning
AA.1	Communicate Budget Freeze for the year end close
AA.2	Work with suppliers to submit all necessary invoices
AA.3	Work with customers/sponsors on outstanding payments/reimbursements
A	Budget

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Step #	Task
A.1	Define new Projects (placeholder) in EPM
A.2	Initiate Budget Cycle (prepare and review Requested Budget)
A.3	Prepare status quo budget
A.4	Prepare Preliminary Budget and present
A.5	Publish Preliminary Budget
A.6	Secure Budget Approval from LAHD Leadership
A.7	Set Budget Year to Open For Budgeting
A.8	Publish Adopted Budget to ERP Control Budget. (Step F.2 (Define approved Projects in PPM) must be completed before this step)
A.9	Validate Adopted Budget in Control Budget
A.10	Validate Adopted Budget in General Ledger
A.11	Close Budget Periods for both Adopted and Control. Reopen temporarily on need basis.
A.12	Set Budget Year to Open
A.13	Roll forward EPM Plan Year
A.14	Freeze Budget Revisions until EPM Plan Year rolled forward
B	Cash Management
B.1	Ensure all Periods in FY are closed
C	Payroll
C.1	Prorate Payroll Expenditure for last payroll (if the Pay period spans multiple Fiscal Years) by Employee hours worked in current Fiscal Year - GASB Ledger only
C.2	Book Manual Journal for Prorated Payroll Expenditure for last Payroll (if the Pay period spans multiple Fiscal Years)
C.3	Report Payroll Liability for Accrued Paid and Sick Leave as of 12/31
D	Expenses
D.1	Limit P-Card usage
D.2	Process all outstanding Expense Reports for Prior Year
D.3	Pay all outstanding Expense Reports for Prior Year
D.4	Issue payment to Corporate Card Issuer for Prior Year
D.5	Update Reimbursable Mileage Rate for new Year as set by General Service Administration (GSA)
E	Payables
E.1	Ensure all Periods in FY are closed
E.2	Freeze new Invoices and new Payments during the Carry Forward Process until validation is complete
F	Projects
F.1	Update Autonumbering Sequence for the new Fiscal Year
F.2	Define approved Projects in PPM and remap to the Enterprise Performance Management (EPM) projects
F.3	Run process to synch Project Chart of Account
F.4	Set up Projects budget in PPM, set up new awards, update the existing ones (new Projects only)

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Step #	Task
F.5	Close the eligible Projects
F.7	Send In-service Assets from PPM to Fixed Assets module
F.8	Reconcile PPM Ledger to GL Ledger
F.9	Ensure all Periods in are closed
F.1	Update PPM budget for existing projects for the new Fiscal Year
G	Receivables
G.1	Ensure all Periods in FY are closed
G.2	Generate report of prior year Receipts collected in the first 60 days of the new FY
G.3	Record Journal to recognize revenue in prior FY for Receipts collected in the first 60 days of the new FY
G.4	Generate report of prior Year AR Receivables that are still uncollected as of day 61 of new FY
G.5	Record Journal for Deferred Revenue for prior Year AR Receivables that are still uncollected as of day 61 of new FY
H	Procurement
H.1	Open General Ledger Accounting Period for new Fiscal Year
H.2	Open Projects Accounting Period for new Fiscal Year
H.3	Open Encumbrance Period for new Fiscal Year
H.4	Enter Requisitions for new Fiscal Year
H.5	Requestors to clean up requisitions. Cancel any requisitions which are no longer needed and were not converted to POs. Buyers may also return requisitions back to requestors.
H.6	Review Outstanding and Overdue Purchase Orders for Prior Year
H.7	Review the Contract POs and reduce the PO amount in case it is required for the amount to be released back to the Contract
H.8	Final Close all Prior Year Purchase Orders that are not eligible to be carried forward
H.9	Run Create Accounting for PO
H.10	Run Open Encumbrance report
H.11	Enter Budget Revisions for all Purchase Orders Encumbrances that are eligible to be carried forward (includes Legislated and non-legislated Funds)
H.12	Enter Budget Revisions for Unspent Budget for Non-Legislated Funds for new FY (Initial Budget + Bud. Revision - Obligation - Expenditure)
H.13	Run Carry Forward Process to carry forward Purchase Orders that are eligible to be carried forward (refer Tab - Detailed steps - Roll forward)
H.14	Zero out Prior Budget Balance for Unlegislated Funds
H.15	Review CarryForward Report by Fiscal Year (generated by the CarryForward Process)
H.16	Review Budgetary Control Balances
H.17	Update Autonumbering PO Sequence for the new Fiscal Year
I	Fixed Assets
I.1	Ensure all Periods in FY are closed
I.2	Reclass Projects (CIP) Expenditure to CIP

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Step #	Task
J	General Ledger
J.1	Ensure all Periods in FY are Closed
J.2	Open Adjustment Period
J.3	Book Year End Adjustment entries to the Adjustment Period
J.4	Any Accrual entries - only in the GASB Ledger
J.5	Close FY Adjustment Period
J.6	Run Pro-forma Financial reports
J.7	Create Income Statements Closing entries (Optional - Journal)
J.8	Create Balance Sheet closing entries (Optional - Journal)
J.9	Run the Financial Statements
J.10	Publish Financial statements to the City's portal
J.11	Run Primary vs GASB comparison report for FY (YTD balances)
J.12	Convert GASB balances for FY
J.13	Record GASB Adjustment journal
K	Budgets Close
K.1	Reverse outstanding budget for closing Year
K.2	Close the Current Control Budget Year

For 1099 Annual Compliance, the Consultant shall provide comprehensive, end-to-end support for the annual 1099 reporting process within Oracle Fusion Cloud ERP. Services shall include all activities required to ensure accurate data collection, validation, reporting, and submission in compliance with Internal Revenue Service (IRS) regulations and City of Los Angeles accounting policies. This includes verifying supplier data and tax configurations, coordinating with LAHD staff to review and validate transactions, reconciling 1099 balances, generating and testing reports in non-production environments, and supporting production execution and post-submission corrections. The Consultant shall also review Oracle’s annual 1099 year-end patch release, apply updates in accordance with LAHD change-management procedures, and assist with testing and validation prior to deployment. Continuous process improvements, documentation updates, and staff training shall be provided to maintain efficient and compliant 1099 processing each year.

2.4.5 Audit and Compliance Support

The Consultant shall assist LAHD during internal and external audits by preparing reports, reconciliations, and supporting documentation. As requested, the Consultant shall provide data extracts, variance analyses, and transaction histories. The Consultant team members will ensure all analysis complies with LAHD audit and record-retention requirements.

At the start of the Managed Services Transition period, the Consultant will conduct a demonstration of its standard library of custom reports. In a non-production environment, the Consultant team members will install the library of custom reports. The Consultant team members will complete any required configuration and security updates to allow LAHD to review the reports. Following LAHD’s review of the report library, the Consultant will follow the LAHD

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change control procedure to migrate those reports LAHD wishes to be made available in the production environment.

2.4.6 Reporting and Analytics

The Consultant shall provide both technical and functional ad-hoc reporting and dashboard support to meet management, financial, and regulatory reporting needs. The Consultant shall develop and maintain reports using Oracle Transactional Business Intelligence (OTBI), BI Publisher, and other approved tools. The Consultant shall gather report requirements, prepare functional and technical design documents, identify report security requirements, and develop reports.

During report testing, the Consultant shall validate data accuracy, by reconciling outputs with source transactions, ledgers, and staging tables to ensure correctness. The Consultant shall test report performance and scalability. The Consultant shall verify report formatting. The Consultant shall confirm report security and access controls. Only after all of these process are complete with the Consultant submit Reports to LAHD for User Acceptance Testing (UAT).

Following successful development and testing, including UAT, the Consultant shall deploy reports to the production environment, schedule recurring reports, provide role-based access, and if applicable conduct training and create end user documentation.

2.4.6.1 Reporting Strategy

The Consultant shall develop a comprehensive reporting strategy that includes:

- Inventory of all existing reports and dashboards
- Gap analysis for operational, financial, and compliance reporting
- Rationalization and consolidation of redundant reports
- Implementation of approved reporting enhancements using OTBI, BI Publisher, and SmartView
- Training and documentation for end users

2.4.7 Functional Testing and Change Validation

The Consultant shall take the lead in validating functional changes. The Consultant shall prepare and execute test cases, coordinate UAT, and validate results for configuration and process changes. The Consultant shall complete testing and corresponding documentation prior to deploying configuration updates and Oracle quarterly releases.

2.4.8 Documentation and Knowledge Transfer

The Consultant team members will maintain configuration workbooks, functional-design documents, and process-flow diagrams.

The Consultant team members will conduct knowledge-transfer sessions and user walkthroughs following system updates or workflow modifications to ensure continuity and staff self-sufficiency.

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2.5 Technical Scope

The Consultant shall provide comprehensive technical managed services to support all Oracle Fusion ERP, Oracle Integration Cloud (OIC), and Oracle Cloud Infrastructure (OCI) components implemented at LAHD. The services described below represent key areas of support but are not limited to these elements. The Consultant shall ensure high availability, system reliability, security compliance, and performance efficiency through real-time monitoring, preventative maintenance, and responsive incident management.

Oracle Fusion Cloud, Oracle Cloud Infrastructure (OCI), and Oracle Integration Cloud (OIC) services provide a secure and fully managed platform that includes infrastructure-level security, high availability, automated platform patching, native logging, monitoring tools, and disaster recovery for Oracle-managed services. Oracle shall be responsible for maintaining and updating the underlying SaaS application, OIC platform, and OCI control-plane components. However, the Consultant shall be responsible for managing LAHD-specific cloud components such as integration flows, data migration activities, compute instances, operating system patching, network configurations, firewalls, and application-level tuning. To meet LAHD's requirement for turn-key maintenance and technical support, the Consultant will provide end-to-end administration of all customer-managed Oracle Fusion, OCI and OIC components, including provisioning resources, managing compute and network services, configuring security controls, performing OS patching, monitoring performance, addressing security events, maintaining integrations, and optimizing resources to ensure seamless operations for the financial applications.

The Consultant shall make available to LAHD all previously developed extensions, reports and configuration solutions for our local government Oracle Fusion Cloud customers. Where the Consultant believes a previously developed enhancement, report, or configuration will improve LAHD's utilization of Oracle Fusion ERP, the Consultant will provide a demonstration of the extension and/or reporting solution. If LAHD authorized the implementation of one of the Consultant's previously developed extension, report, or configuration solution, the Consultant will complete the required implementation tasks in accordance with the LAHD change control process.

2.5.1 Oracle Cloud Architecture & OCI Expertise

The Consultant shall support all aspects of environment management, including provisioning, patching, backup configuration, network and server troubleshooting (Linux/Windows), and performance tuning. The Consultant services also encompass monitoring compute and storage resources, managing VCNs and firewalls, and optimizing OCI services for cost and performance.

The Consultant's OCI Services support will include the following:

- Monitor and resolve issues related to connectivity, performance, and infrastructure
- Work across OCI tenancy configuration, Autonomous Database connections, security file storage and network gateways

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- Coordinate with Oracle support to resolve infrastructure-layer service requests

The Consultant's OCI Architecture Support services will include the following:

- Ensure OCI Architecture is designed, maintained, and governed in alignment with Oracle best practices
- Advise on OCI tenancy structure, compartment strategy, identity and access management (IAM), secure network architecture, and data encryption policies
- Configure and maintain Autonomous Transaction Processing (ATP) databases, Object and Block Storage, logging and monitoring services
- Monitor usage and provide guidance to LAHD on Oracle Universal Credits utilization

The Consultant's Oracle ATP Database Administration services will include the following:

- Database administration for Autonomous Transaction Processing (ATP)
- Provisioning, configuration, and lifecycle management of ATP instances
- Manage user account provisioning and deprovisioning, enforce least-privilege access
- Apply Oracle-recommended security controls such as data encryption, IP whitelisting, and activity auditing

2.5.2 Oracle Integration Cloud and Connected Integrations

The Consultant shall provide expertise in Oracle Integration Cloud (OIC) to manage and maintain integrations between Oracle Fusion and third-party and on-premises systems. The Consultant shall provide expertise in OIC Cloud Connectors, integration support, integration enhancements, and integration monitoring and troubleshooting.

The Consultant's OIC Cloud Connectors maintenance and support services will include the following:

- Full technical assistance in the design, development and deployment of new endpoints, adapters, and connectors
- Create inbound and outbound integrations using REST and SOAP web services, file-based transfers, and prebuilt adapters
- Support existing integrations (Workday, MaintStar, RAMP, etc.) and develop new integrations
- Assess existing interfaces that are not currently working properly including, but not limited to, PICS, MaintStar, and Workday. The Consultant will make recommendations to update the interfaces and/or related configurations, security, etc. to resolve the interface issues so they may function properly.
- Assess and make recommendations regarding the existing integrations and integrated business processes between Oracle Cloud ERP and Oracle Cloud Enterprise Performance Management (EPM). The Consultant will collaborate with the LAHD EPM managed services partner to ensure optimal integrated solutions are implemented.

The Consultant's integration enhancement services will include the following:

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- Optimize performance through tuning of high-volume payloads to ensure efficient processing and reduced latency.
- Implement proactive alerts for early notifications of errors, delays, or threshold breaches.
- Leverage built-in retry logic, alerting, and automated log capturing to minimize disruption and simplify troubleshooting.
- Continuously review and refactor integrations to align with Oracle's quarterly updates and new features, ensuring long-term stability and scalability.

The Consultant's integration monitoring and troubleshooting services will include the following:

- Track integrations using the OIC monitoring dashboard to review statuses, identify errors, and confirm successful runs.
- Configure automated email alerts to notify administrators of failed messages, exceptions, or system errors.
- Monitor OIC instance availability through the Oracle Cloud Infrastructure console and OCI Monitoring service.
- Review failed payloads to identify issues such as transmission errors, missing fields, or invalid values.
- Leverage API testing tools to pinpoint the root cause of errors in integrations.
- Analyze data in staging tables to isolate discrepancies and narrow down problem areas.

2.5.3 Fusion Administration, Environments, and Security

The Consultant shall manage configurations, refreshes, and access updates in alignment with LAHD change control and security policies. These tasks may include, but are not limited to:

- Maintain role-based access, least privilege, and segregation of duties.
- Perform periodic access reviews and provide audit evidence.
- Track configuration changes and deployment steps for traceability.

The Consultant shall manage bug fixes and enhancements in alignment with LAHD change control procedure. These tasks may include, but are not limited to:

- When a bug fix or enhancement is delivered, the consultant must adhere to LAHD's structured deployment process. The changes must first be deployed to the Test environment, where LAHD will validate their technical functionality. After successful validation by LAHD, the changes are then moved to the User Acceptance Testing (UAT) environment for review and validation by business users.
- Only after successful UAT testing and obtaining formal approval from LAHD including manager-level sign-off and proper documentation, the changes will be deployed to the Production environment. The documentation must include finalized deployment instructions, a rollback plan, and confirmation of UAT sign-off to ensure compliance with LAHD's Production Deployment Request (PDR) procedure.

EXHIBIT A

- All updates, communications, and status changes related to bug fixes and enhancement requests must be thoroughly documented in the designated ticketing system. This documentation should include issue descriptions, progress updates, testing outcomes, resolution and deployment notes to ensure accountability, transparency, and historical tracking.

2.5.4 Quarterly Updates and Release Management

The Consultant shall manage the entirety of the Oracle quarterly update cycle, including reviewing release notes, conducting regression testing in test environments, and validating all integrations, workflows, and security roles before go-live. The Consultant shall also support emergency patch deployment.

Thirty days prior to the application of the Quarterly update in the non-production environments, the Consultant shall provide a schedule of tasks and assigned resources to complete the quarterly update process. In supporting the Oracle quarterly updates, the Consultant tasks will include, but are not limited to:

- Review release notes and provide impact analysis across modules, workflows, and integrations.
- Plan and run regression testing with LAHD participants and track results.
- Log and manage Oracle SRs for defects, coordinate Oracle fixes, and validate outcomes.
- Deploy updates in approved windows and confirm post-update stability.
- Coordinate environment refreshes as required

Following the deployment of new features, the Consultant shall monitor LAHD utilization of those features. Should issues arise as result of the new features, the Consultant shall provide support to the LAHD users and will create and managed any required Oracle SRs due to issues with new features.

At the conclusion of each Quarterly update, the Consultant shall complete a Quarterly Services Support deliverable. The deliverable will document the features and functionality deployed with the quarterly update, and the steps taken to conduct the required regression testing. The deliverable will include the regression test results and all issues and remediation steps identified during the quarterly update process.

The consultant will take responsibility for monitoring the Oracle product roadmap for Oracle Fusion, OCI, and OIC. The Consultant will then provide strategic guidance to LAHD to proactively prepare for and implement Oracle product fixes, changes, and new and/or improved features.

2.5.5 Monitoring, Performance, and Capacity

The Consultant Managed Services technical scope will include end-to-end monitoring and tuning of the Oracle ERP, OCI, and OIC solutions. The Consultant tasks include, but are not limited to:

- Monitor batch jobs, integrations, and critical reports with practical thresholds.

EXHIBIT A

- Analyze trends and remove bottlenecks and provide monthly recommendations.
- Implement performance improvements with measurable results.

2.5.6 Disaster Recovery and Business Continuity

The Consultant shall work closely with LAHD to tailor the DR strategy to align with LAHD's operational risk profiles. During the Managed Services Transition period the Consultant shall conduct sessions with LAHD to understand its continuity requirements, document site-specific DR procedures, and validate backup and restoration protocols using OCI-native tools. The Consultant tasks will include, but are not limited to:

- Define data retention, access, and retrieval approach for historical data.
- Enable reporting on legacy data for audit, compliance, and business analysis.

2.5.7 Legacy Archive and Historical Reporting

The Consultant shall work with LAHD to define and execute a Legacy Archive and Historical Reporting strategy. The Legacy Archive and Historical Reporting solution will be IaaS compatible and will accommodate data migration from both the legacy SQL Server database and the Oracle EBS database.

Minimally, the legacy Archive and Historical Reporting solution will include six components:

1. Database Deployment
2. Operating System Deployment
3. Secure Migration of Data
4. Reporting Solution
5. Data Security
6. Secure Network Access of Data

2.5.8 Cybersecurity Requirements

The following tasks describe the security, network, and infrastructure support responsibilities of Consultant under this Agreement. These services apply to all environments and components that support the Oracle Fusion Cloud Enterprise Resource Planning (ERP) system, including but not limited to the Oracle Integration Cloud (OIC), Oracle Cloud Infrastructure (OCI), and any other related security or network services.

Under this scope, Consultant will perform the following activities in collaboration with Oracle and the Port of Los Angeles (POLA) Information Security team to ensure compliance, system protection, and operational integrity:

- Apply industry security best practices and ensure alignment with ISO 27001 and 27002 security control standards.
- Collaborate with POLA's Security team to integrate the EBS, Fusion, OCI, and OIC environments with a public cloud audit service of choice.

EXHIBIT A

- Store all credentials, data, documentation, diagrams, source code, and related materials in a Harbor Department provided cloud storage solution and password manager where the Harbor Department is the owner and super administrator.
- Identify, protect, detect, respond, recover, and coordinate with POLA's Security team during a security incident.
- Review and monitor email notifications related to security events, access changes, and system alerts to proactively address potential issues and maintain secure operations.
- Report all security incidents to POLA's Security team and the Chief Information Security Officer. Security reports shall be generated regularly and on demand at the request of the Security group or designated staff.
- Work with POLA's Security team to export Oracle environment logs to security tools for continuous monitoring.
- Tune and configure Oracle's Cloud Access Security Broker (CASB) for security operations.
- Document and provide procedures for user account provisioning, onboarding, movement, and offboarding for each environment. Conduct monthly audits of user accounts to ensure least privilege access.
- Collaborate with POLA's Security team to determine the best method for remote connectivity to OCI and OIC environments. No backdoor or shared user accounts or firewall rules shall be created to circumvent approved access methods.

During the Managed Services Transition period, the Consultant team will review the LAHD application landscape and then create up to date documentation of the OCI and OIC environments. The Consultant will then maintain that documentation over the life of this agreement:

- Application / Network diagrams to include but not limited to the following information:
 - High-Level includes network devices, security devices, servers, authentication directory servers, file servers
 - Low-Level includes everything in the High-Level diagram and includes (Fully Quantified Domain Name (FQDN), IP Address, OS, Application Name, running services, protocol/port, traffic/dataflow direction
 - Include Description for requirements for:
 - Authentication Directory Services
 - File Share Services
 - Internet Access Outbound Web Traffic
 - Remote Access Services
- Firewall Rules / Access Control Lists – provide a list of all rules, source, destination, protocol, port, and each rule's purpose/function.
- Inventory and asset lists – FQDN, IP Address, Subnet, Default Gateway, DNS settings, Joined to Authentication Directory Service, Location of Networked Device (e.g., DMZ, Internal), Datacenter / Zone Name, Make, Model, OS name and version, Application name and version, purpose/function of each device.

EXHIBIT A

- Privileged Access – provide list of usernames, and names of people with access to OCI and OIC.
- Patching Schedule – provide an inventory of software name, versions, and method for patching. Patching shall be automated as much as possible. Monthly reports shall be provided to ensure patching is up to date.

Note: *Service Level Agreements (SLAs) related to cyber security, systems patching, and associated response or resolution times are defined in Section 2.1.2 - **Service Level Agreement Table**. All activities described in this section assigned to the Consultant shall comply with the applicable SLAs outlined therein. Oracle will be responsible for complying with its published SLAs for those activities assigned to Oracle; the Consultant will not be responsible for Oracle Service Level Agreements.*

2.6 Training Services

During the Managed Services Transition period, the Consultant shall assess LAHD resource capabilities, determine training requirements, and develop an overall training plan to strengthen Oracle Cloud skills and knowledge across the LAHD organization. The training plan shall include, but is not limited to, tasks to help manage the LAHD training site, create or update training documentation and videos, and deliver end-user training classes.

Following execution of the initial training plan and throughout the duration of the contract, the Consultant shall identify opportunities to enhance end-user training materials and deliver updated training for LAHD users. As agreed, upon with LAHD, the Consultant shall develop customized training content such as walkthroughs, step-by-step guides with screenshots, and tailored demonstrations to support adoption of new features, workflows, and updates within Oracle Fusion Cloud ERP.

As required by LAHD, the Consultant shall develop training materials using Oracle Guided Learning (OGL) and create short video recordings that demonstrate key system features and functionality. In addition, the Consultant shall provide on-demand end-user training, which may include in-person classroom sessions or online self-paced modules.

2.7 Governance, Reporting, and Continuous Improvement

The Consultant shall manage all aspects of the engagement through a structured, governance-driven project management approach grounded in industry standards such as the Project Management Institute's PMBOK framework and Oracle Unified Method (OUM). The Consultant shall maintain a risk and escalation path with documented decisions and actions.

2.7.1 Governance Meeting Cadence

- The Consultant shall host weekly online status update meetings to review the functional workstream, technical workstream, and authorized "as needed" workstreams. In addition, the Consultant shall review issue status in the weekly update.

EXHIBIT A

- The Consultant shall host monthly online service reviews with Service Level Agreement metrics, incident trends, Oracle Service Request status, risks, and recommendations.
- The Consultant shall perform quarterly in-person health checks highlighting demonstrable improvements and agreed next steps. If mutually agreed upon with LAHD, the Consultant may conduct the meeting online.
- The Consultant shall provide an annual knowledge transfer record and a rolling improvement roadmap. Review of these work products will be performed onsite unless it is mutually agreed upon by LAHD and the Consultant to conduct the meeting online.
- The Consultant's Chief Executive Officer (CEO), Oracle ERP Solution Architect (VP), and Oracle PPM Solution Architect (VP) will meet bi-annually (January and July) with the Port's Deputy Executive Director of Finance & Administration, Chief Financial Officer (CFO), and Chief Information Officer (CIO) to discuss annual planning, service performance, strategic alignment, and continuous performance opportunities related to the ERP Managed Service engagement. These meetings will serve as executive-level governance sessions to review KPIs, upcoming system enhancements, risk management updates, and long-term roadmap planning.

2.7.2 Contract Management

In the execution of this contract, the Consultant will meet the following documentation and status reporting requirements.

- **Weekly Ticket and Enhancement Summary Snapshot:** The report will be generated weekly and will include the following:
 - Tickets opened, closed, and in progress by module or category
 - New Issues Raised this week
 - Key activities accomplished this week
 - Critical tickets
 - Enhancements
 - Fixes deployed
- **Monthly Report of Metrics:** the report will be generated monthly and will include the following:
 - Summary of all support activities, including incidents, service requests, and enhancement tickets.
 - Total ticket counts, ticket backlog, and ticket trends by Fusion module
- **Monthly SLA and Performance Summary:** the report will be generated monthly and will include the following:
 - Summary of response and resolution performance compared to the agreed upon SLAs
 - Highlight any SLA misses, root causes, and corrective actions
- **Monthly Resource Hours and Cost Report:** the report will be generated monthly and will include the following:

EXHIBIT A

- Summary of total hours worked by resource and activity type (support, enhancement, administration)
- The report shall align hours and costs against the monthly NTE or budget cap.
- Breakdown of "Standard Support" and "As-Needed Work"

The metrics to be included in the above reports will be based upon the data from the Track-It system that is available to the Consultant. The cost information to be included will be based upon data from the Consultant's timekeeping system. During the Managed Services Transition, the formats of the above report requirements will be finalized.

2.8 Work Authorization and Acceptance

This process applies to as-needed development, major enhancements, and any work performed outside the standard managed services support scope. All such work requires review and written authorization by LAHD before any activities begin. The Consultant shall:

- **Proposal Submission:** Provide LAHD with a brief proposed solution, including the business case and a Level of Effort (LOE) document. The LOE will include the following:
 - Total estimate of effort and Not-to-Exceed (NTE) costs
 - Implementation timeline including monthly milestones and/or tasks
 - Key assumptions
- **Authorization:** Obtain written approval from LAHD for the proposed work and the associated LOE document prior to commencement.
- **Execution:** After authorization, follow the standard development lifecycle including design, build, testing, security review, change control, deployment, and documentation.
- **Completion and Acceptance:** Deliver all required artifacts and obtain formal LAHD acceptance upon completion of the work.
- **Deliverable Sign-Off:** Complete the Deliverable Acceptance Form (see Attachment 2) upon completion of the work and route it for all required approvals.

This process ensures all non-standard or enhancement work is properly authorized, delivered, and accepted, maintaining accountability and contract compliance. When submitting the monthly invoice, the Consultant will include details showing the completed milestones and tasks, thereby allowing LAHD to process payments based on verified progress.

2.8.1 Warranty

The Consultant shall warrant all assigned tasks authorized in accordance with Section 2.8 – Work Authorization and Acceptance for a period of six (6) months following formal deliverable sign-off by LAHD.

The Consultant warrants that all authorized work products will perform in accordance with the specifications and performance requirements set forth in the Consultant's proposal submission and the corresponding written authorization issued by LAHD.

EXHIBIT A

During the warranty period, LAHD shall notify the Consultant's Engagement Manager in writing of any warranty claims, including specific examples where the authorized work products do not function as intended or fail to meet the agreed-upon requirements. A valid warranty claim is defined as a documented instance where the deliverable fails to meet the functional or performance criteria established in the approved scope of work and written authorization.

The Consultant shall respond to all warranty claims within five (5) business days of receipt. Valid claims shall be assigned to the appropriate Consultant team members for remediation at no additional cost to LAHD, with remediation timelines to be mutually agreed upon by both parties.

In the event the Consultant disagrees with a warranty claim, the Consultant and LAHD shall engage in good faith discussions to review the claim, clarify any discrepancies, and mutually determine an appropriate resolution and next steps.

EXHIBIT A

3. Staffing, Roles and Responsibilities

The Consultant shall provide a qualified team to deliver managed services for Oracle Fusion Enterprise Resource Planning, Oracle Integration Cloud, and Oracle Cloud Infrastructure. Coverage includes Los Angeles Harbor Department core hours of 7:00 a.m. to 5:30 p.m. Pacific Time, Monday through Friday, with 24 by 7 response for Priority 1 incidents. For Priority 1 incidents identified after hours, LAHD will create a Priority 1 case in Track-It, as well as notify the Consultant leadership team members, including the Project Manager and Engagement Manager. LAHD will notify the Consultant leadership team members via email, phone and text that a Priority 1 case has been entered.

The Consultant shall maintain adequate backup coverage, document key procedures, and notify Los Angeles Harbor Department before any key personnel changes.

- The Consultant shall notify LAHD of newly assigned resources. Newly assigned resources will be onboarded internally by consultant resources. The Consultant Project Manager will facilitate the onboarding and knowledge transfer process. LAHD will not be responsible for providing knowledge transfer to new onboarded consultant resources.
- The Consultant shall notify LAHD of any resources that will be offboarded by the Consultant. Resources that are removed from the project will have all system access revoked. The Consultant Project Manager will facilitate the offboarding process.
- For the Trainer role, the Consultant shall engage an experienced training resource. LAHD will have the option to interview the training resource and approve their placement on the support team. If a sub-contractor is required to fill the Trainer role, the Consultant shall leverage its Very Small Business (VSBE) partner to facilitate the sub-contract.

3.1 Consultant Roles and Responsibilities

The table below lists each of the Consultant roles and the primary responsibilities of each role.

Table: Consultant Roles and Responsibilities

Role	Primary Responsibilities
Engagement Manager	Single point of contact for contract delivery; governance and risk oversight; stakeholder alignment; staffing and escalation; monthly and quarterly reporting.
Project Manager	Day-to-day operations; Incident, Problem, Change, Release management; Service Level Agreement and Key Performance Indicator tracking; runbook ownership.
Associate Project Manager	Test strategy and cycles for fixes, enhancements, and quarterly updates; test script management; results and defect tracking
Solution Architect	Overall solution design including integrated business processes, workflows, security, integrations, and reporting; participate in governance processes

EXHIBIT A

Role	Primary Responsibilities
Business Analyst	Support Finance, Procurement, Projects, Assets, Inventory, Cash, Accounts Payable, Accounts Receivable, General Ledger, Budgetary Control; workflow and approval optimization; month-end close support; user guidance and knowledge transfer. Onshore Business Analysts will be assigned as module leads. Where design work sessions are required, onshore business analysts will be primarily responsible for interacting with LAHD team members.
Business Analyst (offshore)	Support Finance, Procurement, Projects, Assets, Inventory, Cash, Accounts Payable, Accounts Receivable, General Ledger, Budgetary Control; security and role-based access control; quarterly update impact analysis, regression testing, deployment, and post-validation.
Programmer Developer	Environment administration; promotions and refreshes; Integration inventory and ownership; monitoring and error handling; mapping and schedule maintenance; regression validation after patches; documentation of data flows. Oracle Transactional Business Intelligence, Business Intelligence Publisher, SmartView, Infolets, and Financial Reporting Studio maintenance; report inventory rationalization; performance tuning; ad-hoc and scheduled outputs.
Programmer Developer (offshore)	Development and support of integrations, reports, security, workflows, and enhancements; regression testing; issue resolution
Trainer (Business Analyst)	Responsible for the end user training program to be developed during the Managed Services Transition period, and to then execute the training program throughout Fiscal Year 2026 and Fiscal Year 2027. The Trainer resource(s) will be responsible for delivery of both in-person classroom training and online end user training.
Oracle Cloud Infrastructure Lead (Programmer Developer)	Responsible for supporting all aspects of environment management, including provisioning, patching, backup configuration, network and server troubleshooting (Linux/Windows), and performance tuning. The duties also encompass monitoring compute and storage resources, managing VCNs and firewalls, and optimizing OCI services for cost and performance.

EXHIBIT A

Role	Primary Responsibilities
Oracle Integration Cloud Lead (Programmer Developer)	Responsible for supporting all aspects of Oracle Integration Cloud (OIC) to manage and maintain integrations between Oracle Fusion and third-party and on-premises systems. The OIC Lead will provide expertise in OIC Cloud Connectors, integration support, integration enhancements, and integration monitoring and troubleshooting.

3.2 LAHD and Consultant RACI Chart

The table below includes the LAHD and the Consultant roles and responsibilities in a RACI chart format.

Table: LAHD and Consultant RACI Chart

Task/Activity	LAHD	Consultant	Description
Business Process Review	R	R	Joint sessions to evaluate evolving needs and improvement opportunities
Enhancement Request Evaluation	C	R	Consultant reviews request and provides feasibility and recommendations
Change Request Execution	C	R	Consultant builds and deploys approved configuration changes
End User Training / Knowledge Transfer	C	R	Consultant provides training material and Training Delivery; LAHD will collaborate with Consultant in training planning, and will ensure POLA Oracle end user participation in training
Incident / Break-Fix Support	C	R	Consultant resolves system issues and performs root cause analysis
Integration Monitoring & Support	C	R	Consultant maintains and enhances integrations with third-party systems
Reporting & Compliance Support	C	R	Consultant builds and supports custom and compliance-related reports
Quarterly Patch Testing & Validation	C	R	Consultant leads testing; LAHD supports critical workflow validation

EXHIBIT A

Task/Activity	LAHD	Consultant	Description
Governance, KPIs Meetings	R	R	Joint performance reviews and issue tracking
SLA Monitoring & Escalations	C	R	Consultant tracks SLAs and manages escalations
Enhancement Design & Oracle Best Practices	C	R	Consultant advises on sustainable solutions and SaaS innovation adoption
Role-Based Access Management	R	R	Consultant shall manage user roles, including the overall role-based access design, troubleshoot and resolve any issues related to role-based access, and respond to and advise on requests for changes to role-based access. LAHD will establish security policies, assign security roles, and manage single sign-on (SSO) settings.

3.3 Consultant Key Staff

The table below includes key the Consultant project resources.

Table: Consultant Key Staff

Name	Project Role
Greg Catanzano	Engagement Manager
Prashant Jejurikar	Project Manager
Sirosh Sridharan	ERP Solution Architect
Gautam Chaudhary	PPM Solution Architect
Dinesh Krishnan	Technical Manager – ERP, OCI and OIC (Programmer Developer)
Sayani Bose	Accounts Receivable Business Analyst
Amey Sathe	Cash Management and Fixed Assets Business Analyst
Renjith Mathew	Accounts Payable and Expenses Business Analyst
Ankush Lal	General Ledger and Control Budgets Business Analyst
Farah Zekria	Procurement Business Analyst
Zoe Kunhart	Projects and Grants Business Analyst
Vijay Kutty	Oracle Cloud Infrastructure Lead (Programmer Developer)
Adriana Haddad	Oracle Integration Cloud Lead (Programmer Developer)

EXHIBIT A

3.4 Organization Chart

The graphic below includes the Consultant project team organization chart.

Table: Consultant Organization Chart

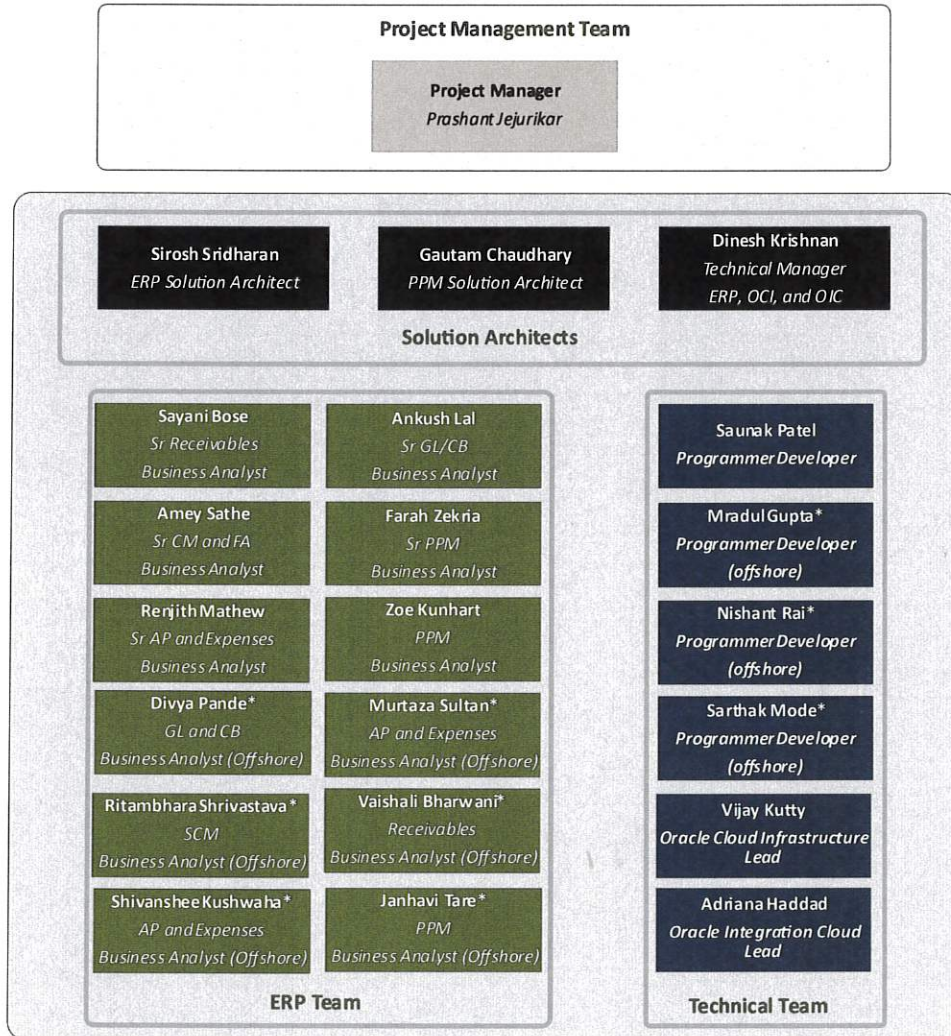


EXHIBIT A

Attachment 1

Support Ticket Process

Managed Services Support - Help Desk Process

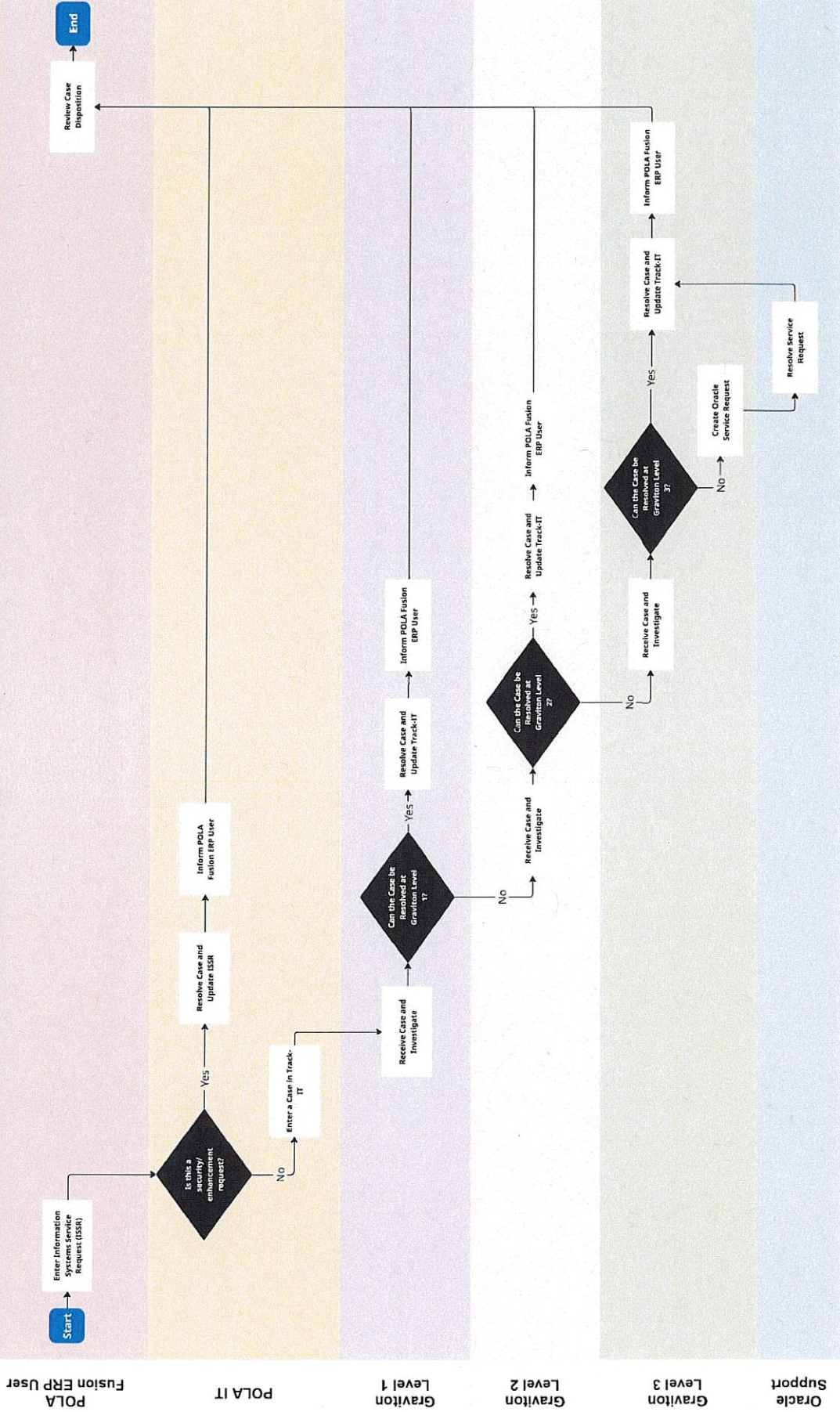


EXHIBIT A

Attachment 2 Deliverable Acceptance Form

Project:	Oracle Fusion ERP – Managed Services Support
Service Provider:	
Work Order / Track-IT Number:	
Deliverable Title:	
Directive Number / P.O.:	
Submission Date:	

1. Deliverable Description

Provide a concise description of the managed services deliverable being submitted for acceptance, including coverage scope and major activities completed during the period.

2. Acceptance Criteria

The deliverable shall be considered acceptable when the following criteria are met:

Example:

1. All SLAs for incident response and resolution were met, or deviations were documented and approved
2. Required documentation and approvals are complete

3. Review and Approval

Name	Title	Signature	Date
	Consultant Project Manager		
	LAHD Functional Manager		
	LAHD Project Manager		

4. Acceptance Status

- Accepted as Completed
- Accepted with Minor Revisions (Attach comments)
- Rejected - Revisions Required (attach corrective action plan)

5. Notes / Attachments

Attach supporting materials to support work/deliverable acceptance review process.

EXHIBIT B

1. Table of Contents

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EXHIBIT B

Exhibit B – Compensation and Payment Schedule

2. Overview

This Exhibit B defines the compensation structure, rate schedule, and payment terms for the Consultant (Graviton Consulting Services, Inc.) in providing comprehensive managed-services support for the LAHD’s Oracle Fusion ERP systems, Oracle Integration Cloud (OIC), and Oracle Cloud Infrastructure (OCI) environments.

All compensation under this Agreement shall be on a time-and-materials basis in accordance with the hourly rates set forth herein and shall not exceed the Not-to-Exceed (NTE) amounts authorized by fiscal year. Payments are subject to satisfactory performance, acceptance of work by the LAHD Project Manager, and availability of appropriate funds.

3. Managed Services Support – Total Costs per Fiscal Year

The total Not-to-Exceed (NTE) amount set forth in this Agreement represents an estimate of the Consultant’s compensation for ongoing managed services support during each fiscal year. This amount includes all labor necessary to perform the services described in Exhibit A – Scope of Work, including both scheduled and as-needed services.

Actual compensation for as-needed services shall be based solely on the scope of work authorized in accordance with the procedures set forth in Exhibit A, Section 2.8 – Work Authorization. No work shall be performed, and no compensation shall be due, for any services outside the approved scope or without prior written authorization from LAHD pursuant to the Work Authorization process.

Table: Estimated Budget Summary

Fiscal Year	Comments	Total Cost
FY2026	Annual Managed Services, Managed Services Transition	\$774,280
FY2027	Annual Managed Services, As Needed Support	\$2,175,160
FY2028	Annual Managed Services, As Needed Support	\$1,679,280
FY2029	Annual Managed Services, As Needed Support	\$1,071,280
Total NTE Amount		\$5,700,000

Actual compensation may differ from the estimated amounts in any given fiscal year presented in the table above. However, the total aggregate amount will not exceed \$5,700,000.

EXHIBIT B

Exhibit B – Compensation and Payment Schedule

The following table provides the detailed projected allocation of the Managed Services budget by fiscal year (FY 2026–FY 2029).

Table: Estimated Budget Detail by Fiscal Year

Category	FY2026	FY2027	FY2028	FY2029
Annual Managed Services				
Project Management	\$76,320	\$203,520	\$164,400	\$95,900
Functional Support	\$289,460	\$962,760	\$610,960	\$362,700
Technical Support	\$223,640	\$774,840	\$441,920	\$256,960
Quarterly Update Testing and Validation	\$27,260	\$109,040	\$74,000	\$55,720
Subtotal	\$616,680	\$2,050,160	\$1,291,280	\$771,280
Managed Services Transition	\$157,600	\$0	\$0	\$0
Subtotal	\$157,600	\$0	\$0	\$0
As Needed Support	\$0	\$125,000	\$388,000	\$300,000
Subtotal	\$0	\$125,000	\$388,000	\$300,000
NTE Grand Total	\$774,280	\$2,175,160	\$1,679,280	\$1,071,280

4. Managed Services Transition Period

The Transition Period is intended to establish baseline knowledge, transfer documentation, and prepare the Consultant for steady-state managed services delivery. The Transition Period will last approximately eight (8) weeks, and the actual start date shall be mutually determined by the LAHD Project Manager and the Consultant and confirmed in writing before work begins.

Compensation for the Managed Services Transition services shall be based solely on the hourly rates set forth below. Consultants shall bear the cost of any overhead travel, or other expenses. Travel time will not be compensated.

Role / Labor Category	Location	Rate Type	Rate	Hours	NTE Cost
Project Manager	US	Onsite	\$175	200	\$35,000
Solution Architect	US	Onsite	\$215	200	\$43,000
Business Analyst	US	Onsite	\$175	360	\$63,000
Business Analyst	US	Offsite	\$135	120	\$16,200
Programmer Developer	US	Onsite	\$175	200	\$35,000
Business Analyst	India	Offsite	\$35	220	\$7,700
Programmer Developer	India	Offsite	\$35	220	\$7,700
Transition Labor Subtotal					\$207,600
24.08% Discount					(\$50,000)
Total Transition					\$157,600

EXHIBIT B

Exhibit B – Compensation and Payment Schedule

For all Managed Services Transition Period services, the Consultant will provide a 24.08% discount. The discount will be applied to Managed Services Transition tasks, which will be listed as such on the Consultant monthly invoices.

5. As Needed Support / Rate Card

This section provides the approved rate schedule for As-Needed Support services that may be required during the contract term. Such services must be pre-authorized in writing by the LAHD Project Manager and are billed on a time-and-materials basis. The rates listed herein are fixed for the duration of the contract and will not be subject to escalation or adjustment.

Compensation for the as-needed services shall be based solely on the hourly rates set forth below. Consultants shall bear the cost of any overhead travel, or other expenses. Travel time will not be compensated.

Table: Services Rate Card

Role / Labor Category	Off-Site Rate	On-Site Rate * (Travel Included)
Engagement Manager	\$175	\$215
Project Manager	\$135	\$175
Associate Project Manager (Offshore)	\$35	
Solution Architect	\$175	\$215
Business Analyst	\$135	\$175
Business Analyst (Offshore)	\$35	
Programmer Developer	\$135	\$160
Programmer Developer (Offshore)	\$35	
Trainer	\$135	\$160

**Local resources performing onsite support will be billed at the off-site rate.*

6. Billing, Payment, and Insurance Requirements

This section sets forth billing and payment procedures for all services performed under this Agreement.

- The Consultant shall satisfy all POLA insurance requirements prior to receiving authorization to begin work or submitting any invoices for payment. All required insurance certificates shall be submitted and approved prior to work authorization.
- The Consultant shall submit monthly invoices in arrears for services performed during the preceding month.
- Each invoice shall itemize labor categories, hours worked, applicable rates, and total costs, and reference the Agreement number and fiscal year.
- All invoices must be reviewed and approved by the LAHD Project Manager prior to payment.
- Payment will follow LAHD's standard Net 30 terms upon acceptance of work performed.

EXHIBIT B

Exhibit B – Compensation and Payment Schedule

- LAHD may withhold payment for incomplete, inaccurate, or disputed invoices until resolved to LAHD's satisfaction.

EXHIBIT C

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DVBE _____

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

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

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

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

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

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

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

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

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

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding

Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

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

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

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

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

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

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

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in

a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

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

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

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

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

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

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

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

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

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

EXHIBIT E

SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

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

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

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

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **541511**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$34 million.

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

EXHIBIT E

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

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

The Harbor Department defines a LBE as:

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

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

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

AFFIDAVIT OF COMPANY STATUS

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

Graviton Consulting Services, Inc.

Name of Firm

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

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company.

Please check all that apply. At least one box must be checked:

SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.

EXHIBIT E

- 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: *Vineet*

Title: President

Printed Name: Vineet Srivastava

Date Signed: 07/08/2025

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Managed Services and Support for Fusion ERP System

Business Name: Graviton Consulting Services, Inc. Company RAMP ID#: 79059

Award Total: 95%

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

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

Primary NAICS Code: 51821

Address: 8801 Folsom Boulevard, Suite 120

City/State/Zip: Sacramento/CA/95826

County: Sacramento

Telephone: (9 1 6) 337-6551

Contact Person/Title Vineet Srivastava/President

Email Address: vineet@gravitonconsulting.com

SUBCONSULTANT:

Business Name: Quicksnap Technologies, LLC Company RAMP ID#: 217273

Award Total: (% or \$): 5%

Services to be provided: Oracle Cloud Infrastructure Support

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

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

Primary NAICS Code: 541511

Address: 2710 Crow Canyon Road #1082

City/State/Zip: San Ramon/CA/94583

County: Contra Costa

Telephone: (562) 521-2612

Contact Person/Title: Kapil Chaudhry/CEO

Email Address: kapil@quicksnaptech.com

SUBCONSULTANT:

Business Name: _____ Company RAMP ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____

Contact Person/Title: _____

Email address: _____

EXHIBIT F

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.

EXHIBIT F

(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.

EXHIBIT F

(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.