

# **Information Technology Division**

## **Development and Implementation of a Port of Los Angeles Digital Twin**

### **REQUEST FOR PROPOSALS**



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February 10, 2026

RAMP ID #227424

February 10, 2026

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR DEVELOPMENT AND IMPLEMENTATION OF A PORT OF LOS ANGELES DIGITAL TWIN

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide digital twin services. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

Instructions and forms to be used in preparing a proposal are included in the Request for Proposals (RFP).

The schedule for this RFP will be as follows:

Request for Proposals Published	Tuesday, February 10, 2026
Virtual Pre-Proposal Meeting	Monday, February 23, 2026 10:00 a.m. to 11:00 a.m.
Questions Due	Thursday, February 26, 2026 by 3:00 p.m.
Responses Posted	Thursday, March 12, 2026
Proposals Due	<b>Wednesday, March 25, 2026 by 3:00 p.m.</b>

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

For questions regarding this RFP, please contact me by email at [fansley@portla.org](mailto:fansley@portla.org). Questions must be submitted by February 26, 2026. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at [www.rampla.org](http://www.rampla.org), on March 12, 2026. It is the responsibility of all proposers to review both websites for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

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

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

Sincerely,



FELICIA ANSLEY  
Assistant Director, Contracts and Purchasing Division

## TABLE OF CONTENTS

1.	INTRODUCTION.....	5
1.1	Brief Overview of the Project.....	5
1.2	The Port of Los Angeles.....	5
2.	PROJECT DESCRIPTION.....	6
	<b>2.1 Project Background and Objectives.....</b>	<b>6</b>
	<b>2.2 Project Scope of Work.....</b>	<b>7</b>
3.	PROPOSAL REQUIREMENTS.....	34
3.1	Pre-Proposal Meeting.....	34
3.2	Proposal Questions.....	34
3.3	Proposal Submission.....	34
3.4	Evaluation Process and Selection Criteria.....	35
3.5	Proposal Content.....	35
3.6	Checklist for RFP Submittal Requirements.....	40
4.	STANDARD CONTRACT PROVISIONS.....	41
4.1	Affirmative Action.....	41
4.2	Small/Very Small Business Enterprise Program and Local Business Preference Programs.....	41
4.3	Business Tax Registration Certificate.....	41
4.4	Indemnity and Insurance Requirements.....	42
4.5	Conflict of Interest.....	47
4.6	Compliance with Applicable Laws.....	48
4.7	Governing Law / Venue.....	48
4.8	Termination Provision.....	48
4.9	Proprietary Information.....	48
4.10	Trademarks, Copyrights, and Patents.....	49
4.11	Confidentiality.....	49
4.12	Notices.....	50
4.13	Termination Due to Non-Appropriation of Funds.....	50
4.14	Taxpayer Identification Number.....	50
4.15	Service Contractor Worker Retention Policy and Living Wage Policy Requirements.....	50
4.16	Wage and Earnings Assignment Orders/Notices of Assignments.....	51
4.17	Equal Benefits Policy.....	51
4.18	State Tidelands Grants.....	51
4.19	Contract Solicitations Charter Section 470 (c) (12).....	51
4.20	Iran Contracting Act of 2010.....	52
4.21	Recordkeeping And Audit Rights.....	52

## ATTACHMENTS / EXHIBITS

Exhibit A - Affirmative Action Program Provisions

Exhibit B – Small/Very Small Business Enterprise Program

Exhibit C - Business Tax Registration Certificate (BTRC) Number

Exhibit D - Equal Benefits Ordinance

Exhibit E - RFP Selection Evaluation Form

Exhibit F – City Ethics Commission (CEC) Forms 50 and 55

Exhibit G – Iran Contracting Act of 2010

Attachment 1 – Cost by Capability

Attachment 2 – Schedule and Delivery Metrics

# 1. INTRODUCTION

## 1.1 Brief Overview of the Project

The Information Technology Division (ITD) is soliciting proposals from qualified proposers to provide a turnkey solution for the development and implementation of a Port of Los Angeles Digital Twin (Digital Twin) described in this Request For Proposals (RFP). The Digital Twin will be a living digital model of the Port of Los Angeles (The Port), integrating real-time spatial and operational data to represent port assets, infrastructure, and processes.

The City of Los Angeles' Harbor Department (Harbor Department) plans to award one or more agreements based on the proposal evaluation criteria set forth in this RFP.

The selected Consultant(s) will design, configure, and deploy an integrated platform of applications, dashboards, and analytical tools that enable Port staff and stakeholders to visualize operations in 2D/3D, analyze scenarios, and improve decision-making. This includes the delivery of multiple functional capabilities (described in Section 2.2.1) that together provide enhanced situational awareness, efficiency, safety, and data-driven insight across Port operations.

The selected Consultant(s) will be responsible for providing all personnel, materials, and services necessary to successfully implement a Digital Twin in alignment with the Port's strategic objectives.

The duration of the agreement(s) awarded as a result of this RFP is expected to be three years from the date of execution. It will encompass all phases of the Digital Twin implementation in this RFP, from requirements and design through development, testing, deployment, and initial support. The Harbor Department seeks a turnkey solution that not only delivers the specified Digital Twin capabilities but also ensures knowledge transfer and a sustainable framework for future expansion.

## 1.2 The Port of Los Angeles

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

The Port features both passenger and cargo terminals, including cruise, container, automobile, breakbulk, dry and liquid bulk, and warehouse facilities that manage billions of dollars' worth of cargo each year. One of the world's busiest seaports and leading gateway for international trade in North America, the Port of Los Angeles has ranked as the number one container port in the United States each year since 2000. In 2025, the Port handled a total of 10.2 million container units.

The Port of Los Angeles is a department of the City of Los Angeles (also known as the Los Angeles Harbor Department) and is governed by the Los Angeles Board of Harbor

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

## **2. PROJECT DESCRIPTION**

### **2.1 Project Background and Objectives**

The Port faces increasing operational complexity driven by higher cargo volumes, expanding infrastructure, and evolving stakeholder needs. Critical information is spread across disconnected systems, maps, spreadsheets, databases, and paper records – leading to data silos and blind spots in decision-making. To maintain a competitive advantage, ensure safety, and promote sustainable growth, the Port requires a modern integrated platform for situational awareness and planning.

A Digital Twin is envisioned as this platform: a dynamic, data-driven virtual representation of the Port's physical assets, processes, and systems. The Digital Twin initiative will incrementally connect systems, data, and workflows into a unified spatial environment. This scope of work is focused on ten capabilities that deliver measurable results while establishing a scalable foundation for future expansion.

#### **Objectives**

The Digital Twin project aims to achieve the following key objectives:

- **Unified Operational View:** Establish a single, authoritative 2D/3D digital environment spanning land and water, including facilities, utilities, substructures, bathymetry, and environmental zones, to eliminate data duplication and manual reconciliation.
- **Improved Safety and Resilience:** Integrate critical datasets (e.g. underwater depth surveys, environmental sensor data) and analytical tools to identify issues before they escalate, enhancing navigational safety, emergency preparedness, and regulatory compliance.
- **Workflow Digitalization:** Digitize high-impact workflows such as field inspections, and capital project mapping – to reduce paperwork, avoid rework, shorten review cycles, and improve inter-departmental coordination.
- **Spatial Financial Insights:** Enable parcel and facility level financial analysis by linking lease, revenue, and expense data to geographic assets, supporting data-driven lease management and revenue optimization.
- **Data Governance and Sustainability:** Implement robust data management practices (e.g. dedicated production and development environments, extract/transform/load pipelines, role-based access controls) to ensure the Digital Twin remains accurate, secure, and maintainable as an operational system.
- **Measurable Outcomes:** Deliver measurable value and define clear key performance indicators (KPIs) to quantify performance improvements (e.g., processing efficiency, compliance rates, cost savings, or service quality).

Together, these objectives will modernize the Port's operational and asset management practices, reduce duplication, and provide a unified operating picture that supports informed decisions and future smart port innovations.

## 2.2 Project Scope of Work

The scope of this project is defined by ten integrated capabilities that collectively form the Port's Digital Twin platform.

The Port strongly prefers comprehensive proposals that address all ten capabilities as an integrated Digital Twin solution. However, to accommodate specialized expertise, proposers may submit proposals for one or both of the following bid groups:

- **Group A** – Core Digital Twin Foundation: Capabilities 1–9
- **Group B** – Traffic Modeling: Capability 10

Proposers may submit proposals for a single group or both groups. If a proposer elects to bid on Group A (capabilities 1-9), the proposer must include all nine capabilities. Partial proposals of Group A will not be considered.

The Port reserves the right to issue one or multiple awards under this RFP. Awards may be issued to a single proposer for all groups, or to different proposers for different groups, depending on evaluation outcomes.

### 2.2.1 DIGITAL TWIN CAPABILITIES

1. Port-Wide 3D Basemap
2. Bathymetry Underwater Viewing and Analysis
3. Mapping Substructures
4. Asset and Environmental Inspection
5. Environmental Sensor Integration and Monitoring
6. Port Community System (PCS) Integration
7. Capital Project Mapping
8. Profit and Loss by Facility/Parcel
9. Security Operations Dashboard Design
10. Traffic Modeling

Each capability is presented in this section with a detailed description that includes its Capability Overview, Intended Use and Business Context, Technical Requirements, Tasks and Deliverables, and Acceptance Criteria. Proposers should demonstrate their understanding of these requirements and describe their approach for delivering the capabilities as part of a unified and integrated project. Proposers are encouraged to explain how their solution will meet the requirements, offering specific methods, workflows, or examples rather than general assurances of the capabilities. For each capability or group of capabilities proposed, the proposer shall include a system architecture and system requirements specification consistent with the Technical and Security Requirements in Section 2.2.2. While it is the Port's intent that all ten capabilities be delivered as part of this engagement, the Port reserves the right to phase implementation based on budget,

scheduling, or other considerations. Proposers should identify any interdependence between capabilities and recommend a sequencing approach that maximizes early value and effectively manages project risk.

### **2.2.1.1 Port-Wide 3D Basemap**

#### **Capability Overview**

The Port seeks to develop a comprehensive 3D digital basemap using the Esri platform. This basemap will serve as a geospatial foundation for current and future Digital Twin initiatives. The solution should incorporate both existing and new data to represent key physical, structural, and environmental features of the Port in a dynamic 2D/3D environment.

#### **Intended Use and Business Context**

- Improve coordination across departments by establishing a unified geospatial reference for port infrastructure and assets.
- Reduce reliance on field verification through virtual visualization of port facilities and terrain.
- Provide a foundational geospatial layer for future applications such as traffic modeling, environmental analysis, and infrastructure planning.

#### **Minimum Requirements**

- A current, high-resolution (Photorealistic or similar) 3D mesh model covering all port land and water areas, compatible with Esri 3D visualization tools (desktop and web).
- Georeferenced 3D facility footprints for major port buildings and infrastructure, with attributes such as height or elevation where available.
- GIS layers representing above-ground asset types (e.g., cranes, poles, tanks, signage, rails, bridges, ships, trains), symbolized for both 2D and 3D visualization and including relevant metadata when available.
- Environmental and regulatory zone layers, such as shoreline buffers, habitat areas, FEMA flood zones, and port-specific environmental management zones, sourced from authoritative datasets.
- A bathymetric surface layer representing harbor topography (e.g., channels, berths, basins), that supports future data ingestion updates and is compatible with Esri-based elevation models and ingestible via hydrographic surveys.
- Functionality to link map features to documents or media, allowing users to access associated engineering drawings, inspection records, or maintenance documentation.
- Suggested update workflows for keeping the 3D environment current, including imagery refreshes, asset/substructure updates, and new bathymetric data integration.

#### **Deliverables**

Deliverables may include but are not limited to:

- A deployed 2D/3D geospatial basemap within the Esri platform.
- 3D models and GIS layers published to the Port's enterprise GIS environment and usable within the Digital Twin interface.
- Documented automated update workflows for updating and maintaining key data layers.
- Administrative documentation enabling Port staff to manage the basemap and make updates independently.

### **Acceptance Criteria**

- Completeness of delivered data layers and 3D mesh coverage.
- Accuracy and usability of geospatial representations across 2D/3D viewers.
- Performance of update workflows based on sample data ingests.
- Clarity and usability of documentation by Port GIS Administrators.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

#### **2.2.1.2 Bathymetry Viewing and Analysis**

##### **Capability Overview**

This capability shall provide underwater viewing and analysis functionality using bathymetric survey data within the Port's Digital Twin. The purpose is to support Engineering, Construction, Port Pilots and Construction & Maintenance Divisions in understanding underwater conditions, planning maintenance activities, and ensuring safe navigation. The system should make depth information easy to visualize and analyze, enabling informed decision-making related to dredging, channel health, and vessel movement.

The capability must integrate bathymetric data with the Port's 2D and 3D geospatial environment so users can view underwater terrain in context with above-ground assets, infrastructure, and operational layers.

##### **Intended Use and Business Context**

- Proactive dredging planning is expected to allow the Port to identify shoaling areas, estimate sediment accumulation, and compare surveyed depths to design or target depths, supporting more efficient dredging efforts and reducing project risk.
- Navigational safety will be improved by allowing users to see depth zones in relation to vessel draft and under-keel clearance requirements, helping to make better berth assignment decisions and reducing the risk of depth-related navigation hazards.
- Regulatory compliance and reporting will be enhanced by providing detailed

profiles, comparative analyses, and other bathymetric data necessary for the U.S. Army Corps of Engineers (USACE), NOAA, and environmental documentation during inspections or after significant events such as storms or seismic activity.

### **Minimum Requirements**

- Allow users to generate underwater cross-section profiles based on user-defined transects and display distances and depths relative to a recognized vertical datum.
- Enable users to estimate sediment accumulation or required removal by comparing surveyed depths against design or target depths, and it must support comparative analysis between current and previous survey datasets.
- Allow users to visualize depth zones in both 2D and 3D, including the ability to highlight areas that are shallower than thresholds defined by vessel draft, operational needs, or clearance requirements, and it may also support consideration of tide if appropriate to the proposed approach.
- Explore integrating this data into Trelleborg navigation software currently used on the Port Pilot's portable piloting units (PPUs) when guiding vessels.
- Provide a repeatable method for importing and updating bathymetric data, including support for point-based or surface-based survey inputs, and it must retain or reference previous versions of bathymetric surfaces for historical comparison and change analysis.
- Display bathymetric data in both 2D map and 3D scene views and must integrate seamlessly with the Port's basemap and relevant Digital Twin layers, including the ability to visualize underwater terrain alongside above-water infrastructure.

### **Deliverables**

Deliverables may include but are not limited to:

- A set of interactive tools (toolset) within the Digital Twin user interface enabling elevation profiling, sediment volume analysis, and depth/safety contour visualization.
- The latest bathymetric elevation surface(s) and any supporting layers necessary for visualization and analysis, accessible to users in both 2D and 3D.
- A documented and demonstrated process (procedure, script, or configuration) enabling Port staff to import new survey datasets and refresh the bathymetric surfaces while maintaining access to prior versions.
- Clear documentation describing use of the tools, data structure, coordinate systems, vertical datums, and any applicable transformation or comparison methods.

### **Acceptance Criteria**

- Sediment volume estimates, and depth/safety contours that accurately reflect the underlying bathymetric data.

- Displayed bathymetric values align with authoritative sources, within tolerances defined by the Port.
- Using a dataset supplied by the Port, the proposer demonstrates a complete update of bathymetric content, including incorporation of the new survey data and retention of the prior version for comparison.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

### **2.2.1.3 Mapping Substructures**

#### **Capability Overview**

This capability will provide a unified geospatial view of the Port's underground utilities and substructure infrastructure within the Digital Twin environment. The objective is to consolidate available substructure datasets into a single, organized subsurface map and to identify gaps or inconsistencies in the existing information. The capability will support long-term maintenance and data improvement by establishing a structured approach for validation and updates. A consolidated subsurface view will improve situational awareness for engineering, operations, emergency response, and maintenance planning.

#### **Intended Use and Business Context**

- Supports design and construction activities by making underground utility information available in a consolidated and accessible format, helping reduce the likelihood of conflicts with existing utilities during project development.
- Improves the Port's ability to respond to utility-related incidents by allowing staff to reference organized and spatially aligned subsurface information during emergencies.
- Strengthens preventive maintenance and long-term asset management by improving visibility into aging or at-risk underground utilities and ensuring subsurface information is incorporated into broader planning and operational decisions.

#### **Minimum Requirements**

- Consolidate available substructure datasets from Port and partner sources, including up to twenty-five utility or infrastructure layers, into a unified geospatial database with appropriate utility classifications and associated metadata.
- Produce an inventory of existing substructure information and identify spatial or attribute gaps by utility type and location, including areas where data is missing, incomplete, or uncertain.
- Integrate subsurface information with the Digital Twin basemap and viewer, allowing users to filter utility layers, adjust transparency, and view subsurface

infrastructure in both 2D and 3D in relation to surface assets.

- Provide a method for validating and improving substructure data over time, including the ability to document field observations and incorporate feedback from Port staff.
- Establish an update workflow for incorporating new construction information, revised as-built records, and updated datasets from utility partners, and it must support retention of prior versions when needed.

## **Deliverables**

Deliverables may include but are not limited to:

- Consolidated substructure GIS layers representing known underground utilities and infrastructure across the Port. These layers must include available metadata describing data sources, reliability, or origin.
- A Substructure Data Inventory and Acquisition Plan identifying existing data gaps and providing prioritized recommendations for obtaining missing or improved information.
- An integrated display of subsurface utilities within the Digital Twin viewer, including standard symbology, layer organization, and options for spatial interaction.
- A Standard Operating Procedure describing how new substructure information will be added or updated, including naming conventions, quality assurance steps, and methods for managing uncertain or legacy data.

## **Acceptance Criteria**

- All available substructure datasets provided by the Port (or designated partners) are incorporated and spatially validated within the Digital Twin environment.
- A demonstration of at least one validation scenario confirming that the subsurface map reflects field conditions or trusted engineering drawings at representative locations.
- The Substructure Data Inventory and Acquisition Plan as defined in the deliverable section.
- A successful execution of a test update using sample or training data following the proposed update workflow.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

### **2.2.1.4 Asset & Environmental Inspection**

#### **Capability Overview**

This capability shall provide digital inspection tools for infrastructure and environmental compliance activities across the Port. The solution is intended to replace manual or paper-based inspection processes with mobile digital forms and will centralize inspection information within the Port's enterprise geospatial environment. This capability should support multiple categories of asset and environmental inspections and provide consistent, structured, and accurate field data collection. Ideally, this capability will enable Port staff to view inspection information alongside the Digital Twin basemap, improving situational awareness for maintenance planning, regulatory follow-up, and operational decision making.

### **Intended Use and Business Context**

- Support real-time or near-real-time field data entry, eliminating redundant manual processes and improving the accuracy and consistency of inspection records.
- Allow managers to analyze inspection trends over time to support proactive maintenance planning and reduce the likelihood of recurring issues or asset failures.
- Provide timestamped and georeferenced inspection information that strengthens environmental and regulatory compliance and supports required documentation.
- Enable operational awareness by providing dashboard views that highlight inspection status, failed inspections, overdue tasks, and areas requiring follow-up.

### **Minimum Requirements**

- Provide mobile inspection forms for up to five asset categories and five environmental categories, accessible through an offline-capable application that supports GPS capture, media attachments, condition inputs, and other structured observations.
- Support centralized storage of all submitted inspection records in an enterprise geodatabase or equivalent system and must maintain linkages between inspections and the corresponding assets or geographic locations.
- Provide dashboards or web-based views that summarize inspection activity, display inspection status geographically, and support filtering and trend analysis across multiple criteria such as inspection type, date range, inspector, or asset.
- Integrate with the Digital Twin basemap so users can view inspection points within spatial context and access inspection history for assets or locations.
- Provide tracking capabilities to identify overdue inspections, failed findings, and items requiring follow-up action.
- Support configurable workflows that allow the Port to update inspection types, add or modify asset categories, and adapt to changing operational or compliance requirements.

### **Deliverables**

Deliverables may include but are not limited to:

- A configured mobile inspection platform compatible with common Port devices and must provide digital forms for up to ten inspection categories.
- Secure feature services or equivalent data models that store inspection information and maintain required linkages to asset or location layers.
- A dashboard accessible to authorized users that visualizes inspection metrics, mapped inspection results, and status summaries.
- End-user and administrator training materials covering mobile data entry, dashboard functionality, offline workflows, and methods for modifying inspection forms and inspection categories as needs evolve.
- A tested implementation demonstrating successful collection, synchronization, storage, and visualization of inspection data in both connected and offline environments.

### **Acceptance Criteria**

- Mobile inspection forms function properly in both connected and offline environments and must synchronize all inspection data upon reconnection.
- Submitted inspection records shall be accurately reflected in dashboards and maps, including proper association with assets or geographic locations.
- User testing shall demonstrate that the inspection tools meet the needs of field personnel, operational managers, and environmental compliance staff.
- The capability shall be confirmed as ready for live operational use following successful completion of testing and validation activities.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

### **2.2.1.5 Environmental Sensor Integration and Monitoring**

#### **Capability Overview**

This capability shall provide integration of real-time data from up to five environmental sensors into the Digital Twin platform, alongside the development and delivery of a formal Environmental Monitoring Requirements Document. The objective is to improve operational awareness of environmental conditions, support regulatory compliance, and provide a roadmap for future sensor expansion.

#### **Intended Use and Business Context**

- Provide real-time operational visibility into air, water, and weather conditions to enable timely response and situational awareness.
- Reduce compliance risks through automated exceedance detection and early warnings.
- Support ESG (Environmental, Social, and Governance) reporting by

- centralizing sensor data for analysis and transparency.
- Guide long-term investments in sensor infrastructure through stakeholder-defined monitoring needs.

### **Minimum Requirements**

- Integrate up to five real-time sensor feeds into the Digital Twin. Sensor types may include air quality, water quality, weather, or tide levels. Integration methods may include API connections, file polling, or other compatible methods.
- Develop a dashboard to visualize current sensor values, trends, and locations. The dashboard shall be accessible within the Digital Twin and allow configurable views of sensor readings and time series data.
- Implement alert functionality for threshold-based monitoring of environmental parameters, configurable by Port staff.
- Support historical data access and export capabilities for integrated sensor feeds.
- Conduct requirements workshops to determine future monitoring needs, including spatial coverage, parameter gaps, and integration challenges.
- Prepare an Environmental Monitoring Requirements Document outlining stakeholder priorities and technical recommendations.

### **Deliverables**

Deliverables may include but are not limited to:

- An operational Environmental Monitoring Dashboard integrated into the Digital Twin, populated with at least five live sensor feeds.
- Established and documented data connections for each sensor source.
- Configured threshold alerting and notification mechanisms.
- Environmental Monitoring Requirements Document summarizing future opportunities and data integration needs.
- User documentation and training materials to support Port staff in using and maintaining this capability.

### **Acceptance Criteria**

- An Environmental Monitoring Dashboard that correctly displays current data from integrated sensors and provides appropriate visualization of trends.
- Alerts are triggered when conditions exceed configured thresholds and are displayed or transmitted as expected.
- The configured capability demonstrates logical handling of sensor downtime or data interruptions without crashing the dashboard.
- Environmental Monitoring Requirements Document that is reviewed and approved by Port Environmental Management and IT stakeholders.
- Confirm that Port staff are able to configure new sensors or adjust alerts independently using the documentation provided.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.

- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

## **2.2.1.6 Port Community System Integration**

### **Capability Overview**

The Port Community System (PCS) Integration capability shall enable the Digital Twin to incorporate real-time and forecasted operational data from terminal operators, shipping lines, trucking companies, and other logistics partners. The PCS will serve as the primary source for the Digital Twin's Operational Movement Integration services, which include vessel, truck, and cargo movement data aggregated from PCS and other Port-authorized systems. Integrating the PCS-derived data directly into Digital Twin modules enhances situational awareness, strengthens decision-making, and ensures that each capability reflects actual port operating conditions.

Additional enhancements include the geo-referencing and timestamping of all vessel, truck, and cargo movements so they can be consumed as standardized GIS layers, dashboards, and APIs across the Digital Twin platform.

### **Intended Use and Business Context**

- The PCS data improves operational synchronization across the Digital Twin by ensuring that vessel activity, gate transactions, truck movement, and cargo flow are consistently represented in all capabilities. This data is published as standardized Operational Movement layers and services so that all Digital Twin capabilities consume a common, authoritative operational picture.
- Integrating real-time and forecasted operational data supports proactive planning for inspections, permits, capital work, and emergency operations.
- Cross-department coordination is enhanced by providing a unified, authoritative operational picture for Engineering, Finance, Environmental Management, Operations, and Security.
- Leadership benefits from geospatially linked operational indicators that clarify how cargo activity influences infrastructure condition, revenue streams, and environmental performance. Movement indicators can be filtered by facility, terminal, date/time range, or operator to support decision-making and reporting.
- Establishing the PCS Integration capability creates the foundation for future automation, advanced analytics, and optimization across Port operations. It also supports downstream capabilities such as Bathymetry, Capital Project Mapping, Profit & Loss by Facility/Parcel, Traffic Modeling, and Security Operations by providing shared movement data services.

### **Minimum Requirements**

The solution shall ingest real-time or near real-time vessel, truck, and cargo

movement data from the Port Community System (PCS) and other Port authorized systems, georeferenced and timestamp all records, and maintain historical movement data where source systems support it. Time-enabled movement layers shall be published as ArcGIS compliant services (2D and 3D) so they can be filtered, replayed, and consumed by other Digital Twin capabilities.

- The 3D Basemap shall visualize real-time vessel locations and berth occupancy using AIS feeds or scheduling information from the Port Community System. These positions shall be published as GIS feature layers (2D/3D) with time-stamped attributes to support filtering, playback, and integration with other capabilities.
- Vessel draft information from the PCS shall be overlaid onto the Bathymetry capability to identify potential draft conflicts, ensure navigational safety, and support optimized berth assignments based on tidal conditions. Draft values shall be stored as attributes within vessel layers to enable spatial analysis against depth models.
- The Substructure Mapping capability shall incorporate projected vessel arrivals and terminal activity from the PCS to help identify potential utility conflicts when planning capital work or utility excavations in active terminals. The PCS derived activity indicators shall be exposed as map services so planners can visualize conflicts directly within ArcGIS tools.
- High-traffic indicators such as container volumes or gate moves from the PCS shall be used within the Asset and Environmental Inspection capability to help prioritize inspections of heavily used infrastructure such as roadways, gates, or pavements. These indicators shall be integrated as attribute-driven map layers or dashboards to support automated inspection prioritization logic.
- Real-time truck congestion metrics from the PCS, such as gate queues or turn times, shall be integrated with environmental sensor readings to identify emissions hot spots and inform mitigation strategies.
- Forecasts of vessel arrivals and truck flows from the PCS shall be used to flag future congestion areas and help anticipate operational impacts from proposed construction or events.
- Forecasted cargo growth and operational activity from the PCS shall be incorporated into the Capital Project Mapping capability to highlight where future infrastructure investments may be needed or where coordination with active terminals is required. Forecast attributes shall be displayed as thematic layers to support scenario comparisons.
- Terminal throughput or cargo volumes from the PCS shall be integrated into the Profit & Loss capability to evaluate net financial returns by cargo type, operator, or geographic area.
- Real-time truck arrival patterns, gate moves, and queue times from the PCS shall be used to calibrate and validate the Traffic Modeling capability for more accurate predictive simulations.
- Operational data such as last-known container locations, movement anomalies, or access logs from the PCS shall be considered when defining requirements for the Security Dashboard to improve incident response and investigative capabilities, with the depth of integration aligned to the phased scope for the Security Operations capability. Access to this data shall follow Port security policies, and sensitive attributes shall be role-restricted within

ArcGIS role-based access controls.

## **Deliverables**

Deliverables may include but are not limited to:

- A PCS Data Integration Plan documenting all required PCS data feeds, update frequencies, integration methods, and data standards, as well as any additional Port-authorized operational data sources required for Operational Movement (e.g., AIS, telematics/GPS, terminal and gate systems). This plan shall also identify required GIS service types (feature layers, scene layers, time-enabled layers) for publishing PCS-derived movement data.
- Configured data connections that ingest real-time or scheduled PCS data for use across applicable Digital Twin capabilities. Ingested data shall be exposed as ArcGIS-compliant services for consumption by maps, scenes, dashboards, and analytics tools. Time-series and historical data configuration (where supported by source systems), including documented retention settings and export options for vessel, truck, and cargo movement data.
- Module-specific configurations that incorporate PCS data into each relevant capability as described in the functional requirements. These configurations shall utilize standardized movement layers and APIs rather than point-to-point integrations.
- At least one Operational Movement dashboard (or equivalent configuration) within the Digital Twin that visualizes key vessel, truck, and cargo indicators and supports filtering by time, terminal, facility, and operator.
- A data dictionary and metadata documentation defining each PCS metric used, its origin, its update cycle, and interpretation. Metadata shall be delivered in a format compatible with ArcGIS item descriptions and Data Catalog standards.
- Standard operating procedures describing how PCS connections are maintained, updated, and monitored. Procedures shall include validation steps for GIS layer publishing, service health checks, and role-based access controls.

## **Acceptance Criteria**

- PCS data feeds successfully ingest and update according to the defined schedule and are accessible from within the Digital Twin environment. Time-enabled vessel, truck, and cargo layers shall display correctly in 2D and 3D map/scene views.
- A sample of integrated PCS data (such as vessel status, truck activity, or cargo throughput) is validated by Port Operations for accuracy. Validation shall include attribute correctness, spatial alignment, and expected refresh behavior.
- Each Digital Twin module that relies on PCS data demonstrates correct behavior during user acceptance testing. Modules shall consume PCS-derived layers and APIs without requiring custom point-to-point integrations.
- Operations, Engineering, Finance, Environmental, Security, and IT stakeholders confirm that PCS data integration supports their functional

needs. Feedback shall confirm that displayed indicators, dashboards, and layers align with agreed use cases for this phase.

- The system performs efficiently and does not introduce noticeable lag in map rendering, dashboard performance, or data refresh cycles. PCS-driven layers shall meet agreed performance thresholds for rendering and API response times within ArcGIS Enterprise.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

### **2.2.1.7 Capital Project Mapping**

#### **Capability Overview**

The Port of Los Angeles seeks to implement a geospatial solution that enables the centralized mapping and visualization of capital projects across Port property. This capability shall allow Port staff to input, view, and analyze spatially referenced project data (such as location, phase, timeline, division ownership, and budget) within an interactive map interface. The intent is to support strategic coordination, reduce scheduling and spatial conflicts, and enable executive and public visibility into the Port's capital portfolio. The capability would be expected to function alongside the Digital Twin basemap.

#### **Intended Use and Business Context**

- Visualize current and planned capital projects across departments to reduce redundant efforts and minimize spatial overlaps.
- Identify potential conflicts or proximity issues between projects by comparing mapped footprints and overlapping schedules.
- Support executive oversight with dashboards that summarize capital project status, budget, and schedule across the entire portfolio.
- Generate maps and reports for use in community meetings, tenant coordination, and other stakeholder engagements.
- Maintain a searchable historical archive of completed capital projects to support future planning, audits, and institutional knowledge transfer.

#### **Minimum Requirements**

- Allow authorized users to draw or upload project footprints using point, line, or polygon geometry, and input attributes such as project name, ID, division, timeline, budget, and phase using a web-based interface integrated into the Digital Twin environment.
- Display key project attributes (including project name, ID, description, lead division, schedule, phase, and budget) within each mapped record and describe any available options to pre-populate or synchronize these fields from existing Port systems.

- Enable users to toggle contextual map layers such as lease boundaries, utilities, or environmental zones while viewing capital projects to support impact analysis and planning coordination.
- Include filtering and search functions that allow users to query capital projects by department, status, fiscal year, budget, or other attributes, with results reflected in both the map and associated project lists.
- Highlight potential spatial or scheduling conflicts between projects by flagging overlapping project footprints with concurrent timelines or allow users to manually compare selected projects for proximity and overlap.
- Create a report view with interactive dashboards and summary reports that visualize project distribution, phase, and funding levels, with the ability to segment data by geography or department.
- Define a role-based data entry workflow that allows designated users to input new projects or update existing records and optionally support integration or batch import from other project data sources.

## **Deliverables**

Deliverables may include but are not limited to:

- A web-based Capital Project Mapping interface integrated with the Port's Digital Twin platform, enabling authorized users to visualize, filter, and update capital project footprints and associated attributes.
- An enterprise GIS feature layer representing capital project locations and metadata (e.g., name, ID, status, timeline, and budget), maintained as the authoritative data source within the Port's GIS environment.
- Tools or templates to support integration or import of project data from existing Port systems, including manual upload or synchronization with external applications such as Unifier or scheduling software.
- Demonstration of representative use cases, such as project conflict detection or filtering by division and terminal, to validate system performance during user acceptance testing.
- User documentation and a standard operating procedure (SOP) describing how to enter, edit, and query project records; configure filters and views; and interpret dashboard outputs.
- A live training session for Port staff, accompanied by quick reference materials for project managers, GIS users, and system administrators.

## **Acceptance Criteria**

- Accuracy and completeness of the capital project map layer, based on data provided by the Port.
- Port staff confirm usability of the interface, including filtering, search, and interaction with mapped project records.
- The system demonstrates its ability to flag conflicts or proximity between overlapping projects with concurrent timelines. If no real conflicts exist, test cases may be created to verify this functionality.
- Port staff confirm ability to add a test project using documented steps, and the result data displays properly in the map and associated lists.

- Stakeholders participating in user acceptance testing confirm that the tool meets the intent and functional expectations of the RFP.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

### **2.2.1.8 Profit & Loss by Facility/Parcel**

#### **Capability Overview**

The Profit and Loss Dashboard is intended to integrate the Port's financial information with its parcel and facilities data so that financial performance can be viewed in a spatial format. The capability is intended to support Finance, Real Estate, and Planning staff by presenting revenue and expense information by location, enabling teams to understand profitability at the parcel or facility level. The intent is to support informed decisions regarding asset performance, lease management, and long-term investment strategies.

#### **Intended Use and Business Context**

- Highlight parcels or facilities that demonstrate low or negative net income so that staff can consider appropriate actions to improve performance.
- Support revenue management by allowing users a map view of revenue-generating locations and quickly understand which areas contribute most significantly to overall income.
- Support the evaluation of operating and maintenance costs by displaying facility-level expenses and enabling users to identify cost patterns that may require further review.
- Assist with lease management by allowing staff to view financial performance alongside lease characteristics and tenancy information.
- Support financial communication and planning by presenting revenue and expense information spatially for internal reporting and strategic analysis.

#### **Minimum Requirements**

- Integrate financial data with the Port's spatial datasets using appropriate identifiers to align revenue and expense information with parcel or facility boundaries.
- Provide an interactive dashboard that displays financial information on a map and through supplemental charts and graphics.
- Enable users to explore detailed financial components such as revenue sources and expense categories.
- Allow filtering and comparison across tenants, property types, or time periods when such information is available.
- Ability to apply appropriate access controls for sensitive financial data.
- Ability to enable users to access related documents, such as lease

- agreements, through links or references.
- Include a process for periodically refreshing the underlying financial data from the Port's financial database.

## **Deliverables**

Deliverables may include but are not limited to:

- Provide an integrated dataset that links financial information with parcels or facilities in a geospatial format.
- Provide a Profit and Loss Dashboard that presents financial information visually and interactively.
- Provide a method or configuration for financial data updates, whether automated or through an agreed import process.
- Provide user-friendly training and documentation that explains system use, data structure, and metric definitions.
- Provide sample data validation to confirm consistency between displayed values and official financial records for selected facilities.

## **Acceptance Criteria**

- Financial data displayed in the dashboard will be reviewed by Finance staff to confirm alignment with official records for a sample set of parcels or facilities.
- Users from Finance and Real Estate will confirm that the dashboard supports their analysis needs and can be navigated effectively.
- Visualizations will be reviewed to ensure that financial performance is communicated clearly in both map and chart formats.
- Access controls will be reviewed to confirm that only authorized users can view financial information.
- The process for updating financial data will be demonstrated to confirm that data updates can be completed reliably.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

### **2.2.1.9 Security Operations Dashboard (Design Only)**

#### **Capability Overview**

The Security Operations Dashboard Design effort is intended to define the functional, technical, and operational requirements of a future integrated security dashboard for Port Police and emergency management. The intent is to prepare a comprehensive design document that outlines the features, data sources, user needs, and conceptual interface of a system that will eventually support real-time situational awareness through geospatial

visualization of incidents, cameras, sensors, and security assets. This effort is limited to planning and design and does not include development of a working capability.

### **Intended Use and Business Context**

- The design effort is expected to support preparedness by establishing a clear understanding of the capabilities that would enhance situational awareness and coordination during emergencies or security events.
- The effort is expected to align Port Police, Emergency Management, IT, and other public safety partners around a shared operational vision through collaborative workshops and scenario discussions.
- The design document is expected to provide a strategic roadmap that positions the Port for future procurement, funding requests, or phased implementation.
- The effort is expected to identify the security-related data sources that could be integrated into a future dashboard and clarify current strengths and gaps within the Port's security systems.
- The design is expected to support long-term operational efficiency by outlining how a consolidated dashboard could reduce reliance on multiple systems and improve the speed and quality of security-related decision-making.

### **Minimum Requirements**

- Conduct stakeholder workshops to gather operational needs, technology considerations, and use cases, using realistic security and emergency scenarios to inform discussions.
- Document detailed use cases that describe how the future dashboard would support activities such as monitoring protests, coordinating incident response, managing hazardous material events, or maintaining daily situational awareness.
- Identify and describe desired functional capabilities such as incident visualization, camera integration, vessel and vehicle tracking, sensor alert monitoring, resource status visibility, and communication features.
- Identify technical requirements and integration points with systems such as CCTV platforms, access control systems, dispatch systems, vessel tracking feeds, and weather or sensor networks
- Develop a conceptual user interface design or mock-up that reflects the envisioned layout, navigation, and core components of the dashboard.
- Identify user roles and describe how access needs or data sensitivity considerations may influence dashboard views and permissions.
- Provide recommendations related to scalability, deployment approaches, IT considerations, and potential performance constraints based on the volume or type of data expected in the future system.

### **Deliverables**

Deliverables may include but are not limited to:

- A comprehensive Security Operations Dashboard Requirements Document that includes use cases, functional and technical requirements, data

integration considerations, conceptual design diagrams, and implementation recommendations.

- Workshop materials and summaries to document input received from stakeholders and confirm alignment across participating groups.
- A prioritized feature list that distinguishes foundational features from those that may be appropriate for later phases.
- Technology recommendations, if appropriate, including potential platforms, system integration approaches, or off-the-shelf solutions for future evaluation.
- A presentation of findings to Port leadership and relevant departments to ensure shared understanding of the proposed design.

### **Acceptance Criteria**

- The completed design document will be reviewed and approved by key stakeholders, including Port Police leadership and IT management, to confirm that it accurately reflects operational needs and program objectives.
- Stakeholders will confirm that their requirements, constraints, and feedback from workshops have been incorporated into the final document.
- The document will be evaluated for clarity and completeness so that it may serve as a foundation for future development or procurement activities.
- The conceptual design will be reviewed by operations personnel to confirm that the proposed layout aligns with practical workflows and established operational practices.
- Recommendations contained in the document will be reviewed for feasibility based on current systems, resources, and anticipated technology environments.
- Formal acknowledgment that the design has been accepted and is suitable for use in planning subsequent phases.
- A completed knowledge transfer to ensure the Port's IT and project management staff understand the document contents and are prepared to advance the work in future stages.
- The dashboard design aligns with the Port's Esri-based enterprise GIS environment and conforms to the GIS and geospatial best practices. The design must be structured so that any future implementation can interoperate with other Digital Twin capabilities.
- Documentation is clear, well-structured, and usable by Port GIS Administrators, Port Police operations personnel, and designated IT administrators to support future implementation and configuration activities.

#### **2.2.1.10 Traffic Modeling**

##### **Capability Overview**

The Traffic Modeling capability is intended to introduce an analytical tool within the Digital Twin that simulates how changes to roadway conditions may influence traffic flow in and around the Port. The intent is to provide decision-makers with a what-if analysis capability that supports planning for road closures, construction, operational changes, or emergency conditions. The capability is expected to offer a realistic representation of traffic behavior and to support future planning for more advanced transportation modeling

capabilities.

For this capability only, proposers are encouraged to suggest alternative technical approaches or solutions particularly if they offer improved cost-effectiveness, scalability, or long-term adaptability beyond the functional direction outlined in this section.

### **Intended Use and Business Context**

- Support detour planning by providing quantitative information about how traffic may shift when road capacity changes or closures occur.
- Support operational planning by allowing staff to evaluate traffic impacts when scheduling construction or maintenance activities.
- Assist with community impact considerations by allowing staff to identify when diverted traffic may affect nearby neighborhoods.
- Support long-term planning by establishing data structures and workflows that contribute to future smart mobility and traffic management systems.
- Support resiliency and emergency planning by allowing rapid evaluation of alternate routing options during major incidents.

### **Minimum Requirements**

- Provide an impedance-based roadway network that incorporates travel time, capacity, and other baseline attributes for Port roads and potentially connecting arterials.
- Allow Port staff users to modify roadway conditions by closing or reducing capacity on selected road segments and to generate updated routing and traffic redistribution results.
- Provide visual outputs such as maps, charts, or indicative congestion graphics that compare baseline and scenario conditions.
- Operate within the Digital Twin environment and support layering with other relevant information such as projects, facilities, or operational boundaries.
- Use available Port or regional traffic information for calibration when such information exists, or reasonable assumptions when such information is not available.
- Provide documentation describing the capabilities, including limitations, assumptions, and considerations for future enhancements.

### **Deliverables**

Deliverables may include but are not limited to:

- Provide a routable roadway network dataset that includes speed, impedance, and connectivity attributes.
- An interactive scenario analysis tool that enables users to select affected roadway segments and generate model results from within the Digital Twin.
- Example scenarios that demonstrate how the tool can be used to analyze closures or detours.
- Documentation describing the model structure, assumptions, usage instructions, and recommendations for further development.

- Test or validation results that demonstrate the reasonableness of model outputs when compared to expected traffic behavior or prior closure experience.

### **Acceptance Criteria**

- The traffic model will demonstrate the ability to simulate roadway closures and generate outputs within a reasonable timeframe.
- Transportation and planning staff will review results and confirm that outputs demonstrate plausible behavior consistent with professional expectations.
- Port users will confirm that the interface for creating and reviewing scenarios is sufficiently intuitive for planning and emergency preparedness uses.
- Stakeholders will acknowledge that the capability's limitations, assumptions, and intended scope are clearly described.
- Recommendations for future enhancements will be provided and reviewed.
- Training or demonstration sessions will be completed to ensure that staff can use the capabilities effectively.
- Performance will be reviewed to confirm that the capabilities operate effectively given the size of the roadway network and the scope of the analysis.
- Delivered capability is fully compatible with the Port's current Esri-based GIS environment and the other Digital Twin capabilities described in this RFP.
- All deliverables conform to GIS best practices, data management protocols, and the technical and security requirements defined in Section 2.2.2.
- All documentation and training materials are approved by Port staff to confirm they can independently operate and maintain the delivered capability using the documentation provided.

## **2.2.2 TECHNICAL AND SECURITY REQUIREMENTS**

### **2.2.2.1 The Consultant Responsibilities:**

- Have their main office/headquarters based in the United States only; offshore resources will not be considered.
- Provide all credentials, data, documentation, diagrams, documents, and other materials shall be stored in a cloud storage solution and cloud password manager where The Port is the owner and super administrator.
- Identify, protect, detect, respond, recover and collaborate with The Port'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 The Port's security team and the Chief Information Security Officer. Security reports shall be generated regularly and on-demand per the request of the security group and/or designated security staff.
- Work with The Port's security team to export logs to security tools for continuous monitoring.
- Document and provide the procedure for provisioning on-boarding, movement,

- and off-boarding of user accounts for each environment.
- Perform monthly audits of user accounts and roles to ensure access is granted with the least-privileges to perform required tasks. Monthly or on-demand reports shall be provided to The Port.
  - Collaborate with The Port Security team to determine the best method for remotely connecting to the Port's Digital Twin environments. No backdoor user accounts, shared user accounts, or firewall rules should be created to circumvent approved connectivity.
  - All Consultants/Contractors who have access to The Port network, systems, and/or e-mail accounts, must complete the required annual Cyber Security Training Course and any other training required by The Port.
  - Create, maintain, and provide up-to-date documentation of the Port's Digital Twin environments.

#### **2.2.2.2 Network Segmentation and Zone**

- Demilitarized Zone (DMZ) compute resources shall be independent of Administrative (internal) authentication services, file services, and other internal services.
- ICS compute resources shall have separate authentication services, file services, and other internal services from the Administrative and DMZ compute networks.
- Outbound internet access shall be secured by a web security gateway.

#### **2.2.2.3 Security Controls, Compliance, and Data Protection**

- Align to industry best practices and ISO 27001 and 27002 security control standards.
- Be compliant with the National Institute of Standards and Technology ("NIST") Special Publications 800-63A, 800-63B, 800-63C with the minimum Identity Assurance Level of 2 (IAL2), Authentication Assurance Level of 2 (AAL2), Federation Assurance Level of 2 (FAL2).
- Be compliant with relevant state, federal and international laws and regulations.
- Remain within the Continental United States and shall not be used, shared, and/or sold to any other parties.
- Be continuously monitored by a cloud audit service designated and managed by The Port's Cybersecurity team. The Consultant shall promptly tune, address misconfigurations, and remediate vulnerabilities.
- Support real-time monitoring of performance, availability, data flows, and integration health.
- At rest and in motion shall be encrypted with the latest cryptographic standards.
- Identify, classify, and label data according to sensitivity levels such as public, internal, confidential, and restricted and be able to monitor, control, and audit access.
- Have tools and capabilities for authorization, authentication, and accounting.
- Implement strong access control mechanisms to enforce least-privilege access, Role-Based Access Control (RBAC), Single Sign-On (SSO), and Multi-factor Authentication (MFA), by using an automated Identity and Access

Management (IAM) solution.

- Implement access control and network segmentation using a 3-Tier Client Server architecture, administrative networks, and isolation of Industrial Control Systems (ICS) networks (when applicable).
- Secure Artificial Intelligence (AI) data by implementing AI security best practices to protect the entire Machine Learning (ML) lifecycle.
- Secure data and the compute used for training, development, staging, and production environments.
- Have a minimum availability of 99.99%, with fail-over and redundancy of critical components.
- Be flexible and scalable to be able to meet future needs.

#### **2.2.2.4 Application/Network Diagrams**

- A proposed system architecture and system requirements specification, including all components necessary to deploy, configure, integrate, operate, and maintain the capabilities. The architecture shall describe hosting options (cloud, on-premises, or hybrid), data storage and compute requirements, integration points, security considerations, and any dependencies or environment configurations required to support the capability within the Port's enterprise environment.
- High-Level includes network devices, security devices, servers, authentication directory servers, file servers
- Low-Level includes everything in the High-Level diagram and includes FQDN, IP Address, OS, Application Name, running services, protocol/port, traffic/dataflow direction
- Patching Schedule and Reporting – provide an inventory of software name, versions, and method for patching. Patching shall be automated as much as possible. Monthly and ad hoc reports shall be provided to ensure patching is up to date.

### **2.2.3 OPERATIONS, WARRANTY, MAINTENANCE, & SUPPORT**

#### **2.2.3.1 Warranty and Post-Production Support**

##### **Warranty, Maintenance, and Support**

Warranty, maintenance, and support shall be provided for all solution components delivered under this agreement, for the duration of the agreement. This includes, but is not limited to, software, configuration, services, licenses, updates, and any third-party items provided through the Consultant(s). If hardware is included in a proposal, it shall also be covered by these warranty, maintenance, and support obligations.

##### **Post-Production Support Period**

The Consultant shall provide a post-production support period of not less than six months following final acceptance of the Capability Group(s) delivered by that Consultant. During this post-production support period, the Consultant(s) shall, at no additional cost to The Port, provide troubleshooting, defect correction, and minor configuration adjustments necessary for the solution to

continue operating in accordance with the approved requirements. Requests for enhancements or new functionality shall be handled through the change management process and may require written authorization by The Port.

### **2.2.3.2 Operations & Service Management**

#### **Change Management and Compliance**

Adhere to The Port's IT change management processes, ensuring all changes are documented, tested, approved, and implemented with minimal risk. Maintain compliance with applicable internal and external standards.

#### **System Availability, Stability, and Performance**

- Operate, monitor, and support the platform in accordance with the availability, stability, performance, monitoring, and security requirements defined in Section 2.2.2, including prompt incident response to minimize downtime and maintain continuity of service.
- Provide automated alerts and monthly health reports.
- Perform patching and updates in accordance with the patching and reporting requirements defined in Section 2.2.2.4.

#### **Helpdesk Support**

The Consultant(s) shall provide post-implementation support to address and resolve defects, incidents, and minor configuration adjustments. This includes delivering expert guidance, performing troubleshooting, and implementing remediation plans to support user adoption and system optimization aligned with industry best practices and the Port's business requirements.

- Provide Helpdesk support during the Port's core business hours, Monday through Friday, from 7:00 a.m. to 5:00 p.m. Pacific Time, ensuring timely assistance via phone, email, and chat.
- Extend 24/7 support for critical incidents or system outages outside of core business hours, ensuring continuous assistance as needed.

#### **Incident Management**

- Integrate with or utilize the Port's incident tracking system, such as Track-It, to efficiently monitor, update, and document user issues. The Consultant shall be able to use the Port's incident management system to minimize training requirements and avoid managing multiple incident tracking systems.
- Categorize, prioritize, and assign incoming requests for efficient resolution within SLA targets.
- Escalate complex issues to internal teams as necessary.
- Maintain a knowledge base for recurring issues to expedite future resolutions and reduce resolution time.
- Provide documentation and resources to help users resolve common issues independently.
- Facilitate knowledge transfer on new releases, configuration changes, and best practices, including walkthroughs for major upgrades.

### **2.2.3.3 Measurable Service Levels and Reporting**

## **Reporting Requirements**

- Provide written reports (weekly and/or monthly at the direction and discretion of The Port ITD staff) detailing system performance, support tickets, resolution status, and governance activities.
- Highlight critical items, escalations, and next steps for management.
- Include quantitative and qualitative performance metrics as specified in the Scope of Work, which will be used to assess progress and contract compliance.
- Participate in scheduled review meetings with The Port ITD staff to discuss progress, challenges, and deliverables.
- If deficiencies are identified, and if requested by The Port ITD staff, submit a corrective action plan.

## **Service Level Agreements (SLAs)**

- Propose and monitor SLAs for incident response, resolution, and escalation.
- Track performance against SLA targets and ensure timely resolution of high priority issues.
- SLAs shall define severity levels, response targets, resolution targets, escalation paths, and the measurement methodology.

### **2.2.3.4 Managed Services Roles & Responsibilities Matrix**

The Consultant shall include a RACI (Responsible, Accountable, Consulted, Informed) matrix that defines major roles for key Managed Services activities. This includes system monitoring, incident response, data integration, user support, change management, reporting, and transition. The matrix must identify roles for:

- Consultant
- The Relevant Port staff and divisions
- Third-party data/system providers

The RACI matrix should be presented in a clear tabular format and reflect the Consultant(s) approach to service delivery, accountability, and collaboration during the Managed Services phase.

The RACI shall align with the Closeout requirements in Section 2.2.4 and the Transition requirements in Section 2.2.5 to ensure clear ownership, accountability, and continuity of responsibilities throughout the lifecycle of the engagement.

## **2.2.4 CLOSEOUT**

- Ownership of the complete functioning Port Digital Twin platform, including all intellectual property, and documentation developed under this contract, shall be assigned by the Consultant to The Port at the conclusion of the contract.
- For intellectual property and documentation that are not developed under this contract, the Consultant shall transfer the rights to continue to use them to The Port at the conclusion of the contract; this may include, but not be limited to, transfer of subscriptions, licenses, and third-party agreements.
- The Port shall have full ownership rights to continue to operate and develop

- the Port's Digital Twin platform with its own staff or with another Consultant.
- All Port Digital Twin data shall be delivered to The Port at closeout and stored in The Port's designated enterprise cloud storage solution where The Port is the owner and super administrator. Except for any copies that must be retained solely to comply with applicable laws or audit requirements (and which shall remain subject to the confidentiality and security obligations of this agreement), the Consultant shall not retain any copies of Port data after closeout.
  - All Port Digital Twin access and login credentials (including service accounts, API keys, and administrative accounts) shall be provided to The Port and stored in The Port's designated enterprise cloud password manager solution, where The Port is the owner and super administrator.
  - The Consultant shall transition the Port's Digital Twin operations to The Port and/or designee so there is no disruption in services. This shall include knowledge transfer to The Port staff or a new Consultant.
  - At contract closeout, the Selected Consultant(s) shall transition the Port's Digital Twin operations to The Port and/or its designee so there is no disruption in services. This shall include knowledge transfer to The Port staff or to a new consultant and shall be coordinated with the transition activities described in Section 2.2.5.
  - The Selected Consultant(s) shall provide final copies (in editable format) of all documentation, diagrams, and other materials of the complete and functioning Port's Digital Twin platform at the time of closeout, including a final report that documents detailed configuration, security protocols, process flows, data maps, analytical tools, dashboards, and general end-user guidance.

## 2.2.5 TRANSITION

The purpose of this Section is to define how responsibilities for the Port's Digital Twin capabilities may be transitioned between consultants and The Port staff at the end of a contract term, upon termination, or when specific Capability Groups are reassigned.

### Definitions for this Section:

- **"Consultant"** means any firm awarded an agreement under this RFP to deliver one or both Capability Groups (Group A or Group B).
- **"Outgoing Consultant"** means a Consultant from whom responsibility for some or all Digital Twin capabilities is being transitioned.
- **"Successor Consultant"** means a Consultant or other party to whom responsibility for some or all Digital Twin capabilities is being transitioned.
- **"Other Consultants"** means any additional Consultant engaged concurrently to deliver other Capability Groups or related services.

### Transition items include:

- When The Port notifies a Consultant in writing that a transition of responsibilities will occur, the Outgoing Consultant shall perform all transition activities described in this Section and in Section 2.2.4 (Closeout) at no additional cost to The Port.

- Unless otherwise directed in writing, The Port may specify a transition period of up to sixty calendar days to complete the transition from the Outgoing Consultant to a Successor Consultant and or to The Port staff. The Port may elect a shorter period, including an immediate transition, depending on operational needs.
- Within ten business days after written notice of transition, the Outgoing Consultant shall provide a draft Transition Plan and Transition Checklist (in spreadsheet format) for review by The Port. The Transition Plan shall identify milestones, tasks, responsibilities, required access, dependencies, and a proposed timeline to complete the transition of the affected capabilities.
- Within twenty business days after written notice of transition, and after incorporating The Port feedback, the Outgoing Consultant shall submit the final Transition Plan and Transition Checklist for approval.
- Throughout the transition period, the Outgoing Consultant, any Successor Consultant, and The Port shall maintain clear and frequent communication, including a transition kickoff, regular status meetings, and a post transition review meeting. Knowledge transfer sessions with The Port staff and, if applicable, the Successor Consultant, are expected.
- The Outgoing Consultant shall update the Transition Plan and Transition Checklist as tasks are completed and as additional tasks are identified with mutual agreement from The Port.
- Each Consultant shall ensure that The Port has full administrative access to all systems, environments, and tools comprising the Digital Twin capabilities that are implemented or managed by that Consultant.
- Each Consultant shall ensure that all Port Digital Twin operations documents under its scope are securely stored in The Port's designated enterprise cloud storage solution (currently Box Enterprise). Full administrative access to editable copies shall be provided to The Port throughout the duration of the contract.
- Each Consultant shall ensure that all credentials under its scope, including service accounts, administrative accounts, and API keys, are securely stored in The Port's designated enterprise cloud password manager solution. Full administrative access to all entries shall be provided throughout the duration of the contract.
- When a transition of responsibilities is directed, the Outgoing Consultant shall work with The Port and, if applicable, the Successor Consultant to ensure that all passwords and API keys are identified, documented, and changed before completion of the transition, in a manner that maintains security and avoids disruption of service.
- When a transition is complete, the Outgoing Consultant shall be fully offboarded and removed from all systems and environments comprising the affected capabilities, as directed by The Port.
- After all transition tasks have been completed, the Outgoing Consultant shall provide an email confirmation to The Port attaching the completed Transition Plan and Transition Checklist signed and dated by the Outgoing Consultant and, if applicable, any Successor Consultant.
- The Port may award different Capability Groups to different Consultants. In such cases, each Consultant shall cooperate with Other Consultants and The Port to support integrated Digital Twin operations, including participation in

joint planning sessions, design reviews, and technical working sessions as reasonably requested.

- Each Consultant shall provide and maintain the documentation, interface specifications, configuration details, and other technical information needed for Other Consultants or a Successor Consultant to integrate with, or assume responsibility for, the capabilities under its scope.
- When responsibility for a specific Capability Group is reassigned from one Consultant to another, the Outgoing Consultant shall perform all transition activities described in this Section and Section 2.2.4 (Closeout) for that Capability Group at no additional cost to The Port.

### 3. PROPOSAL REQUIREMENTS

#### 3.1 Pre-Proposal Meeting

Firms planning to submit proposals are invited to attend an optional virtual (Microsoft Teams) pre-proposal meeting on Monday, February 23, 2026, from 10:00 a.m. to 11:00 a.m. Pacific Time. **Although attendance is optional, it is strongly recommended.**

In the meeting, Harbor Department staff will provide information about the Project, discuss the RFP's administrative requirements, and answer questions. Prospective proposers are strongly encouraged to carefully review the entire RFP (and any related supplemental documents) prior to the meeting, to avoid asking questions during the meeting that have already been answered in those documents.

Due to security settings, a link to the recording of the pre-proposal meeting will not be shared after the meeting. All pre-proposal meeting attendees shall be prohibited from recording the meeting, including but not limited to the use of artificial intelligence ("AI")-based virtual meeting tools or similar technology and applications. If Harbor Department staff identifies any AI-based meeting tools being used during the pre-proposal meeting, the attendee will immediately be removed from the meeting without warning.

Please indicate your firm's intention to attend the pre-proposal meeting by using the following Smartsheet link:

<https://app.smartsheet.com/b/form/019c4de20b5a78fea26e41029ba389ac>

The log in information for the Teams meeting will be forwarded through Outlook by Felicia Ansley, the Contract Administrator. Prospective proposers may choose to create their own calendar "placeholder" until the Outlook invitation is received.

#### 3.2 Proposal Questions

All questions regarding this RFP must be submitted, in writing, exclusively to Felicia Ansley, the Contract Administrator, at [fansley@portla.org](mailto:fansley@portla.org) by no later than 3:00 p.m. on February 26, 2026.

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

#### 3.3 Proposal Submission

**One (1) digital copy of your proposal, as one complete file in .pdf format\*, must be submitted before 3:00 p.m. PST on 3/25 to the following e-mail:**

**\*NOTE:** Attachments 1 and 2 should both be e-mailed in Excel format. Your written proposal (refer to Section 3.5 below) must be in one complete file in .pdf format, *including* the required administrative documents. Therefore, your e-mail should contain a total of three (3) attachments: the written proposal in .pdf format, Attachment 1 in Excel format, and Attachment 2 in Excel format.

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are electronically **delivered**, not just **sent**, well before the 3:00 p.m. deadline set forth above.

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

### 3.4 Evaluation Process and Selection Criteria

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

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

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

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

### 3.5 Proposal Content

The following items shall be included in your proposal:

### 1. Cover Transmittal Letter

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

### 2. Firm Qualifications, Experience and References

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

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

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

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

- Enterprise GIS and 2D/3D geospatial systems (Esri-based platforms)
- Digital Twin architecture and implementation for large infrastructure environments
- Systems integration across operational, financial, and environmental data sources
- Cloud-based platform design, security, and compliance (public sector environments)
- Development of dashboards, analytics, and decision-support tools
- Data governance, lifecycle management, and operational support for enterprise systems.

### 3. Project Organization, Personnel and Staffing

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

- Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
- Identify the Project Manager for the proposed services.
- Complete resumes should be provided as part of an appendix to the proposal.
- Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Port's IT Manager and supervision of project team staff.
- Indicate the on-site availability for Project Manager as well as other staff during the lifetime of the project.

#### 4. Project Approach

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

- Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each.
- If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.
- Include the results and deliverables expected from each major task.
- Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.

#### 5. Project Management

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

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

#### 6. Timeline

Based upon the proposed project approach, provide a detailed project schedule by completing and submitting Attachment 2, "Schedule and Delivery Metrics". This Excel sheet should be submitted as a separate document along with the PDF of your proposal. .

#### 7. Cost

Provide pricing and cost information for the project by completing and submitting Attachment 1, "Cost by Capability". This Excel sheet should be submitted as a separate document along with the PDF of your proposal. Additionally, as a narrative in your proposal discuss any budget control measures of your firm and proposed subconsultants.

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

**MUST be included with your proposal:**

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

Although there is not a mandatory Small/Very Small Business Enterprise participation requirement for this project, your proposal must include a fully completed Affidavit of Company Status **and** a Consultant Description Form (Exhibit B). Please refer to Exhibit B for detailed information relative to these programs and for instructions on completing the forms.

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

B) INSURANCE VERIFICATION LETTER

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

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

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

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

D) IRAN CONTRACTING ACT OF 2010

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

E) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

Proposers are advised that pursuant to Executive Directive (ED) 35, if your firm is a for-profit company or corporation and is selected for award, you shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the Regional Alliance Marketplace for Procurement (RAMP) or via another method specified by the City:

- Annual revenue
- Number of employees
- Location
- Industry
- Race/ethnicity and gender of majority owner

On an annual basis, the consultant shall further request that any subconsultant input or update its business profile, with the above information, on RAMP or via another method prescribed by City.

**Proposers must submit a signed letter confirming their intention to comply with the RAMP demographic reporting requirements of ED 35, and their firm's acceptance of all of the Standard Contract Provisions exactly as set forth in Section 4.** Do not submit your demographic information in the letter; only the selected consultant needs to enter that information into RAMP, after contract award.

### 3.6 Checklist for RFP Submittal Requirements

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

- Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- Table of Contents, if included (not required).
- Proposal with the following sections, in order:
  - Firm Qualifications, Experience and References
  - Project Organization, Personnel and Staffing
  - Project Approach
  - Project Management
  - Timeline
  - Cost
- Attachment 1 – “Cost By Capability” (submitted as a separate Excel file)
- Attachment 2 – “Schedule and Delivery Metrics” (submitted as a separate Excel file)
- Resumes for all proposed staff personnel provided in an appendix.
- Small/Very Small Business Enterprise and Local Business Preference Program forms:
  - Affidavit of Company Status (**Prime**)
  - Consultant Description Form
- Letter from your firm indicating your ability to meet the insurance requirements for this project as described in Section 4.4 of the RFP. **Do not submit an ACORD® Certificate of Liability Insurance sheet alone.**
- CEC Form 50 (Bidder Certification)
- CEC Form 55 (Prohibited Contributors (Bidders))
- Iran Contracting Act of 2010 Compliance Affidavit
- Letter of acceptance of Standard Contract Provisions and Executive Directive 35

## 4. STANDARD CONTRACT PROVISIONS

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

### 4.1 Affirmative Action

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

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

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

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

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

### 4.3 Business Tax Registration Certificate

The City of Los Angeles, Office of Finance requires the implementation and

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

#### 4.4 Indemnity and Insurance Requirements

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

##### 1. Indemnification

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

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

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

##### Carrier Requirements

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

## Primary Coverage

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

## Notice Of Cancellation

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

## Modification of Coverage

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

## Renewal of Policies

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

## Policy Copies

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

## Limits of Coverage

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

## Right to Self-Insure

Upon written approval by Executive Director, Consultant may self-insure if the

following conditions are met:

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

### Insurance

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

#### 3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics,

Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad tracks that are active or dead, Consultant's Commercial General Liability coverage shall also have the railroad exclusion deleted.

#### 4. Automobile Liability Insurance

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

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

Where applicable, Consultant shall comply with the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law (required when work occurs in or near navigable waters), 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.

## 6. Professional Liability

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 the professional services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability.

Where Consultant provides technical services under this Agreement, Technology Errors and Omissions Liability Insurance shall be procured and maintained. This insurance policy shall include coverage for Privacy and Network Security and protect against claims arising from all products and services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability. The limits disclosed herein shall neither increase nor decrease Consultant's liability as defined elsewhere in this Agreement.

Consultant certifies that it now has Professional Liability and/or 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.

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

## 7. Ocean Marine Liability (required when using a watercraft or vessel)

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Consultant's operations, including, where applicable, Marina Operator, Terminal Operator, Wharfinger, and/or Vessel Owner operations. The cost of the insurance shall be borne by Consultant. The coverage shall be 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 Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s).
- (ii) Protection and Indemnity coverage with combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairer's legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.
- (iv) Vessel pollution liability with limits shall be equal to the Protection and Indemnity limits. Pollution liability shall include coverage for bodily injury,

including death and mental anguish, property damage, defense costs and cleanup costs as well as fines and penalties. Such coverage shall contain a defense of suits provision and a severability of interest clause.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents, and employees as additional insureds.

## 8. Aircraft Liability

Where Consultant uses or operates aircraft and/or unmanned aerial systems, Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of aircraft and/or unmanned aerial systems.

Where Consultant is not the “owner” of the aircraft and/or unmanned aerial systems and there is a “leased” pilot, Consultant will need to provide evidence of Aircraft Liability from the charter company or aircraft and/or unmanned aerial systems owner. Said insurance should specify that the pilot is furnished with the chartering of the aircraft and/or unmanned aerial systems. Coverage should be endorsed to include “Sling Load” if there is any cargo to be transported and attached to the belly of the aircraft and/or unmanned aerial systems. Each policy shall include an additional insurance endorsement (CG 2010 or equivalent) naming Consultant and the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

Where Consultant is the “owner” of the aircraft and/or unmanned aerial systems and using employee pilots, then coverage should entail Owned & Non-Owned Aircraft. Each policy shall include a Cross Suits Liability in favor of the City, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.

Where passenger aircraft is utilized, the policy shall include liability coverage for passengers with a limit of liability of not less than One Million Dollars (\$1,000,000) per seat. The limit of liability for owned and non-owned aircraft and/or unmanned aerial systems shall not be less than Two Million Dollars (\$2,000,000) per occurrence, and Four Million Dollars (\$4,000,000) in the aggregate. Coverage shall include products and completed operations, property damage, and bodily injury.

Consultant hereby grants City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees and volunteers, from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

## 4.5 Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read and

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

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

#### 4.6 Compliance with Applicable Laws

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

#### 4.7 Governing Law / Venue

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

#### 4.8 Termination Provision

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

#### 4.9 Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as

they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

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

#### 4.10 Trademarks, Copyrights, and Patents

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

#### 4.11 Confidentiality

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

## 4.12 Notices

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

## 4.13 Termination Due to Non-Appropriation of Funds

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

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

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

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

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

## 4.14 Taxpayer Identification Number

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

## 4.15 Service Contractor Worker Retention Policy and Living Wage Policy

## Requirements

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

### 4.16 Wage and Earnings Assignment Orders/Notices of Assignments

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

Consultant and/or subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and/or subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code § 5230 et seq. Consultant or subconsultant will maintain such compliance throughout the term of the Agreement.

### 4.17 Equal Benefits Policy

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit D.

### 4.18 State Tidelands Grants

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

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

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

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

#### 4.20 Iran Contracting Act of 2010

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit G).

#### 4.21 Recordkeeping And Audit Rights

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

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of

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

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

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

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

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

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

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

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

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

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

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

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

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles.

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

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

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

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

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

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

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

(a) Recruit and make efforts to obtain employees through:

(i) Advertising employment opportunities in minority and other community news media or other publications.

(ii) Notifying minority, women and other community organizations of employment opportunities.

(iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) To whom those efforts were directed.

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

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

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

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

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

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

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

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

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

## EXHIBIT B

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

### (2) LOCAL BUSINESS PREFERENCE PROGRAM

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

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

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

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

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% 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.

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

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

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

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

The Harbor Department defines a LBE as:

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

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

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

## AFFIDAVIT OF COMPANY STATUS

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

---

Name of Firm

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

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

SBE     VSBE     MBE     WBE     DVBE     OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

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

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

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

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

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

## Consultant Description Form

### PRIME CONSULTANT:

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

Business Name: \_\_\_\_\_ RAMP ID#: \_\_\_\_\_

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

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

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

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

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

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

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

Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

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

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

---

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ 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: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

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

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

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ 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: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

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

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

# Consultant Description Form

## SUBCONSULTANT:

Business Name: \_\_\_\_\_ 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: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

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

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

## SUBCONSULTANT:

Business Name: \_\_\_\_\_ 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: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

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

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

## SUBCONSULTANT:

Business Name: \_\_\_\_\_ 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: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

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

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

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

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

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

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

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

### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

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

Only the **selected Consultant** will be required to obtain a BTRC.

Proof of BTRC compliance will be requested during contract award processing.

Exhibit C is provided for informational purposes

## **Exhibit D- Equal Benefits Ordinance**

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

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

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

#### (c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT E

### RFP SELECTION EVALUATION FORM

**PROJECT:** DEVELOPMENT AND IMPLEMENTATION OF A PORT OF LOS ANGELES DIGITAL TWIN

**SCORING GUIDELINES:**

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

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

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

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

Total score = Sum of all weighted scores.

<b>Firm Name</b>	<b>Evaluated by</b>	<b>Date</b>

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?		<b>5</b>	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager? Locally based firm or team?		<b>5</b>	
C. Project Approach, Management, and Timeline	Quality of proposed work plan to meet project requirements? Quality of project management and timeline?		<b>4</b>	
D. Cost and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		<b>4</b>	
E. Clarity and Comprehensiveness of the Proposal	Is the proposal clear, comprehensive, and understandable?		<b>2</b>	
	<b>Maximum points possible=100</b>		<b>A+B+C+D+E=20</b>	<b>Total Points=</b>

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

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

Reference Number (Bid, Contract, or RAMP) 227424	Awarding Authority (Department awarding the contract) Harbor Department
Bidder Name	
Address	
Email Address	Phone Number

**Certification**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### Los Angeles Administrative Code § 10.40.1

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

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

#### Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

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

# Prohibited Contributors (Bidders)

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

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

Reference Number (Bid, Contract, or BAVN): 227424 Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**Development and Implementation of a POLA Digital Twin**

Awarding Authority (Department awarding the contract): Harbor Department

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

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

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

## Schedule Summary

Please complete all three of the following:

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

## Certification

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Schedule A - Bidder's Principals

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

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

Check this box if additional Schedule A pages are attached.

**Schedule B - Subcontractors and Their Principals**

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

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

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

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

Check this box if additional Schedule B pages are attached.

## EXHIBIT G

### IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

#### **OPTION #1: CERTIFICATION**

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

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

#### **OPTION #2: EXEMPTION**

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

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

# ATTACHMENT 1 COST BY CAPABILITY

This form includes one row for each Capability identified in Section 2 of the RFP. Proposers shall enter pricing in the Excel form and e-mail the completed file along with their proposal submission.

Note: All proposed prices shall include all labor, travel, materials, overhead, and profit, unless otherwise noted.

**NAME OF FIRM:**

**Capability Grouping Explained (Groups A and B)**

- **Group A** (Capabilities 1–9) must be bid in full. Partial pricing for any subset of this group will not be considered.
- **Group B** (Capability 10) may be bid individually or with Group A.

**Instructions**

- Complete each row for the group you are bidding.
- Pricing for capability development shall be Lump Sum.
- Implementation Services includes all activities through Go-Live (e.g., planning, design, configuration, integration, testing, training, documentation, and transition).
- Post-Production Support refers to the support period defined in Section 4 (e.g., 6-month hypercare/post-production support).
- Ongoing / Recurring Costs include annual subscription, licensing, hosting, or maintenance fees, etc.

**Cost Assumptions and Exclusions**

Proposers shall provide a written narrative describing key assumptions, exclusions, and conditions that apply to their cost proposal, including but not limited to:

- Assumed number of Port users, locations, or data volumes
- Assumptions about availability and quality of existing data
- Assumptions about Port staff participation and responsibilities
- Any costs not included in the proposal (e.g., third-party tools, hardware, or licenses to be procured directly by the Port)
- Any dependencies that could materially affect price or schedule

Cap. #	Capability Name	Implementation Services Cost (USD, Lump Sum or NTE if T&M)	Post-Production Support Cost (e.g., 6-month period, USD)	Ongoing / Recurring Costs (Annual, USD)	Key Inclusions & Assumptions
<b>GROUP A — Core Digital Twin Foundation (Capabilities 1–9) Proposers who bid group A must price all nine capabilities.</b>					
1	Port-Wide 3D Basemap	\$ -			
2	Bathymetry Underwater Viewing and Analysis	\$ -			
3	Mapping Substructures	\$ -			
4	Asset and Environmental Inspection	\$ -			
5	Environmental Sensor Integration and Monitoring	\$ -			
6	Port Community System (PCS) Integration	\$ -			
7	Capital Project Mapping	\$ -			
8	Profit and Loss by Facility/Parcel	\$ -			
9	Security Operations Dashboard Design	\$ -			
<b>GROUP B — Traffic Modeling (Capability 10)</b>					
10	Traffic Modeling	\$ -			
<b>Total</b>	<b>Grand Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

# ATTACHMENT 2

## SCHEDULE & DELIVERY METRICS

This form enables the Port to compare proposed timelines in a consistent format.

Proposers shall complete the Excel schedule below and e-mail the completed file along with their proposal submission.

For each capability included, the proposer shall indicate:

- **Proposed Start** (based on contract award or another proposer-defined baseline)
- **Estimated Duration** (in weeks)
- **Key Dependencies and Assumptions**
- **Whether the capability is on the proposer's critical path**

If a capability is not being proposed, indicate "N/A" in the corresponding row.

Assumptions must be clearly stated, as they will be used to assess feasibility, sequencing, and overall project risk.

### Proposal Response Rules (Groups A and B)

#### Group A — Digital Twin Foundation (Capabilities 1–9)

Proposers must provide a schedule for all nine capabilities.

Partial responses within Group A will not be considered.

#### Group B — Traffic Modeling (Capability 10)

May be scheduled independently or in combination with Group A.

### NAME OF FIRM:

Capability #	Capability Name	Proposed Start	Duration (Weeks)	Dependencies / Assumptions	Critical Path? (Y/N)
Group A	1	Port-Wide 3D Basemap			
	2	Bathymetry Underwater Viewing & Analysis			
	3	Mapping Substructures			
	4	Asset and Environmental Inspection			
	5	Environmental Sensor Integration			
	6	Port Community System (PCS) Integration			
	7	Capital Project Mapping			
	8	Profit & Loss by Facility/Parcel			
	9	Security Operations Dashboard (Design Only)			
<b>Group A Total (If proposed)</b>					
Group B	10	Traffic Modeling			
<b>Grand Total (As proposed)</b>					