CARGO AND INDUSTRIAL REAL ESTATE DIVISION

PRE-DEVELOPMENT AGREEMENT MARINE CONTAINER TERMINAL PIER 500

REQUEST FOR PROPOSALS

THE PORT OF LOS ANGELES

October 1, 2025

RAMP ID #225498

October 1, 2025

Prospective Developers:

SUBJECT: REQUEST FOR PROPOSALS TO ENTER INTO A PRE-DEVELOPMENT AGREEMENT FOR POTENTIAL PIER 500 MARINE CONTAINER TERMINAL

The City of Los Angeles (City) Harbor Department (Harbor Department) invites the submittal of proposals from qualified entities for the potential development of a new standalone marine container terminal at the Port of Los Angeles (Pier 500 Project) under a pre-development agreement (Pre-Development Agreement), with the potential to subsequently enter into a leasing and development agreement to allow for the implementation of the Pier 500 Project (Implementation Agreement). The Pre-Development Agreement would take effect after it is approved by the Los Angeles Board of Harbor Commissioners, and Los Angeles City Council.

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

The schedule for this RFP will be as follows:

RFP Published	Wednesday, October 1, 2025
Questions and Comments Due	Wednesday, October 22, 2025 by 3 pm
Responses Posted	Wednesday, November 12, 2025
Proposals Due	Thursday, January 29, 2026 by 3pm

If you or your business entity cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For questions regarding this RFP, please contact Tanisha Herr by email at THerr@portla.org. Questions must be submitted by 3pm on Wednesday, October 22, 2025. Responses will be posted on the Regional Alliance Marketplace for Procurement (RAMP), at www.rampla.org, by Wednesday, November 12, 2025. It is the responsibility of all proposers to review the RAMP for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

Proposer **MUST** also include an acknowledgement in its cover letter that submittal of a proposal constitutes a covenant to sign the Pre-Development Agreement to be published as an addendum to this RFP, and that any deviations from that covenant will invalidate the proposal. In order for your proposal to be deemed responsive, this covenant **MUST** be included with your proposal. See Section 2.1.8.

All proposers must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at www.rampla.org, at the time proposals are due.

Sincerely,

Tanisha Herr

Tanisha Herr
Contracts and Purchasing Division

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Exhibits

- Exhibit A – Site Information
- Exhibit B – RFP Selection Evaluation Form
- Exhibit C – Operator Description Form
- Exhibit D – Organizational Conflict of Interest Disclosure Statement
- Exhibit E – Form of Cover Transmittal Letter

1. INTRODUCTION

1.1 Brief Overview of the Opportunity

The Cargo and Industrial Real Estate Division of the Harbor Department is soliciting proposals from qualified entities (Proposers) to perform predevelopment work for the potential development of the Pier 500 marine container terminal (Project) under a Pre-Development Agreement. The term of such Pre-Development Agreement is expected to be five years, with the potential to enter into a subsequent leasing and development agreement to allow for the implementation of the Project (Implementation Agreement) for the maximum allowable term per the Los Angeles City Charter, which is currently 66 years.

The long-term cargo forecast states that cargo volume at the Port of Los Angeles will exceed land capacity within the next 10 years, thereby requiring the creation of marine container terminal acreage. As such, the Harbor Department is planning to develop a new marine container terminal at the Port of Los Angeles (referred to in this document as Pier 500 and the Pier 500 Project). Pending procurement of all entitlements required by law, the proposed associated landfill for Pier 500 will comprise approximately 200 acres extending south on the east side of the existing landfill at Pier 400 (Site). The new landfill would support a new marine container terminal and is anticipated to include 3,000 linear feet of available wharf.

The Harbor Department seeks private sector expertise in defining a financially feasible approach to developing, operating and maintaining the Project. Though the successful Proposer (the “Pre-Developer”) under the Pre-Development Agreement will explore various potential delivery models, the Harbor Department anticipates delivery of the Project through a public-private partnership model.

Under the Pre-Development Agreement, the Pre-Developer would support in generating the project definition, including goals and objectives, design parameters, and potential approaches to phasing; carrying out feasibility studies; Site suitability analysis and concepts for alternative approaches; transportation and rail studies; utility studies; developing preliminary engineering and landfill design; preparing preliminary conceptual plans; assisting in scoping the environmental impact assessment and associated specialized technical studies; identifying regulatory agencies with oversight, and responsible and trustee agencies that have discretion and/or jurisdiction by law; supporting the development permitting process; developing a timeline with major milestones; developing a financial plan; and developing Open Book costing models. The Pre-Developer would provide input to inform the material terms of the Implementation Agreement, which would potentially govern the development, build, financing, operation, and maintenance as well as the use and occupancy of the terminal. Financial obligations for pre-development work will be specified in the Pre-Development Agreement, as well as the financial terms concerning early termination which is further explained in Section 2.1.8.3, “At-Risk” Work/Separation Payments.”

The Implementation Agreement would likely take the form of a Term Permit, governing development as well as use and occupancy of the new terminal.

The execution of a Pre-Development Agreement shall not be construed as a direct or indirect commitment by City or any other entity to take or to not take any action, whether under the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), the California Coastal Act or otherwise under the applicable law, and shall not guarantee final approval of the proposed Project or any other proposed project related to the Site. The execution of a Pre-Development Agreement shall also not guarantee issuance of an Implementation Agreement, Term Permit, or any other final lease, permit, or other entitlement or agreement, all of which are subject to the outcome of the Pre-Development Agreement and the approval of the Board and City's City Council, and any and all other City bodies, in their respective sole discretion, and subject to the procurement of all entitlements required by and in compliance with applicable law, nor does it guarantee any Implementation Agreement, Term Permit, or any other final lease, permit, or other entitlement or agreement will be presented to the Board or City's City Council, or any other City bodies, for approval or that entitlements required by and in compliance with, applicable law will be sought or provided.

1.2 The Port of Los Angeles

The Port of Los Angeles (Port) 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 has ranked as the number one container port in the United States each year since 2000. In 2024, the Port handled a total of 10.3 million container units.

The Port 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. DESCRIPTION

2.1 Goals and Objectives of the Opportunity

The Harbor Department has established goals for both the Pre-Development Agreement and Project.

2.1.1. Pre-Development Agreement Goals

- Develop a financial strategy for the development that leverages available funding and financing tools, and private capital.
- Generate a Project scope that is legally, environmentally, technically, and financially feasible
- Mitigate, manage and appropriately allocate potential Project risks, enhance Project performance, and improve Project affordability through the private sector's flexibility in innovation and delivery.

2.1.2. Project Goals

- Increase cargo handling capacities to meet global supply chain demand
- Improve efficiency, through accommodating the next generation of cargo ships
- Develop world-class port infrastructure to promote sustainable growth.
- Deliver a project that optimizes financial performance of port assets.
- Create jobs and promote economic growth

2.1.3. Delivery of Project

The Harbor Department intends to use the Pre-Development Agreement to obtain the benefit of private sector involvement in determining financial feasibility, developing information necessary to secure required entitlements, and furnishing data to price the overall implementation phase.

Following the Pre-Development Agreement phase, and provided the Pre-Developer is not in default of said Agreement, the Harbor Department would invite the Pre-Developer to submit a project implementation proposal, which would likely cover obligations with respect to design, build, operations, maintenance, financing, in addition to use and occupancy of the new container terminal. Following receipt of the proposal, the Harbor Department would negotiate an Implementation Agreement with the Pre-Developer based on such proposal, under the terms of the Pre-Development Agreement.

The form of the Pre-Development Agreement, which will be published as an addendum to this RFP, will include detailed information regarding terms and conditions and the process for the Proposer to submit a project implementation proposal and for the parties to negotiate the Implementation Agreement, including any rights and processes for the parties to finalize the Implementation Agreement.

2.1.4. Funding and Finance

The Harbor Department is open to considering various public and private financing approaches, as well as combinations. To the extent public financing approaches are used (e.g. debt issued directly by the Harbor Department or creation of a municipal corporation)

the Harbor Department will retain sole discretion regarding whether to issue debt, amount of debt to be issued, and structure of debt obligations.

2.1.5. Description of the Project

The Harbor Department is planning to develop a new stand-alone marine container terminal at the Port of Los Angeles (referred to in this document as the Project, Pier 500 and the Pier 500 Project). Subject to the procurement of all entitlements required by law, the associated landfill for Pier 500 is anticipated to comprise approximately 200 acres extending south on the east side of the existing landfill at Pier 400. The new landfill will support a new stand- alone marine container terminal, and is anticipated to include 3,000 linear feet of available wharf. The existing submerged fill is 124 acres (-15 MLLW) top of dike, 131 acres to the toe. The proposed improvements are 172 Acres of Backland, 8 acres of wharf, and 20 acres of improvements, totaling 200 Acres.). See Exhibit A for a depiction of the Site, an illustrative conceptual layout, and also estimated costs.

2.1.6. Regulatory Environment

2.1.6.1. Environmental Assessment

The necessary environmental assessment(s), up to and including an Environmental Impact Report (EIR) and/or an Environmental Impact Statement (EIS), will be determined by the lead agencies, which include the Harbor Department under the California Environmental Quality Act (CEQA) and any applicable federal lead agency with jurisdiction under the National Environmental Policy Act (NEPA). The Pre-Developer may request to prepare the CEQA environmental assessment, subject to review and approval by the Harbor Department, including the selection of the most qualified consulting firm(s) and technical experts, and adherence to any applicable procedures and guidelines for CEQA compliance and consultant peer review by the Harbor Department. The Pre-Developer may be responsible for securing the required environmental permits and assisting in obtaining NEPA clearance by the federal lead agency, if applicable. The Harbor Department will negotiate with the Pre-Developer financial responsibility for costs associated with preparation and review of the required CEQA and/or NEPA documentation process, or any other permit or entitlement. Further, the Pre-Developer shall indemnify and hold harmless the Harbor Department from any and all liabilities resulting from the CEQA and/or NEPA process in an agreement prepared by Harbor Department. The documents will at a minimum address potential environmental impacts from the construction and operation of the Project, alternatives to the Project to avoid or substantially lessen significant environmental impacts, and will impose environmental requirements and mitigation measures to reduce or lessen environmental impacts of the proposed occupancy and use of the Site.

In conjunction with the CEQA/NEPA environmental review process, the Harbor Department will serve as the lead agency in planning, strategy, and permitting activities associated with the potential for off-site mitigation project(s) and the use of biological mitigation credits for anticipated dredging and landfill impacts. An amendment to the certified Port Master Plan will also be required which requires approval and certification by the California Coastal Commission before any environmental permits can be granted

by regulatory and permitting agencies. The Pre-Developer will work with the Harbor Department in the development of a coordinated, efficient, and expeditious multi-agency permitting and decision-making approach that identifies at a minimum, the associated regulatory and resource permitting agencies and their respective roles, responsibilities, and jurisdictions; establishment of shared timelines and anticipated processing times for review; communication protocols; and coordination and dispute resolution processes.

2.1.6.2 Applicable Laws

The Pre-Developer will be required to comply with all statutes, rules and regulations governing development and use of the Site, including those of the Los Angeles City Building Code, California Coastal Act, the State Tidelands Trust Act, all required California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) assessments and compliance measures including funding the Harbor Department's performance or review of any environmental assessment, the Los Angeles City Charter, the Los Angeles Administrative Code, the Port of Los Angeles Leasing Policy, and any other applicable policies or laws, rules or regulations. The Site and potential use and occupancy thereof, are at all times subject to the limitations, conditions, restrictions, and reservations contained in and prescribed by the Act of the Legislature of the State of California titled "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 Los Angele City Charter relating to such lands. In addition, the Site is subject to all other existing entitlements and rights-of-way.

A requirement of the Project is that it maintains eligibility for federal funds and financing assistance. Accordingly, the Project is subject to all applicable federal laws, regulations, policies, and other requirements, including as such may be modified from time to time.

Section 371(b) of the Los Angeles City Charter permits the letting of contracts pursuant to a competitive sealed proposal method, in accordance with criteria established by ordinance adopted by at least two-thirds of the City's City Council, and also allows for the use of design-build or other appropriate project delivery systems when justified by the type of project and approved by the contracting authority.

The Harbor Department intends to seek the adoption of an ordinance by the City's City Council authorizing the Harbor Department to use the competitive sealed proposal selection process and alternative project delivery methods and establishing criteria relating to such contracts for the Pier 500 Project. Proposers shall be timely informed as to whether any such ordinance is adopted prior to the Proposal Due Date.

2.1.7. Proposer Structure and Qualifications

The Harbor Department does not intend to limit the type of entity that may submit a proposal in response to this RFP. The Harbor Department recognizes that given the size of the potential Pier 500 Project, it may be necessary to create special-purpose entities for this opportunity. Proposing entities may include Major Participants (as defined

below), individuals, corporations, partnerships, limited liability companies, or joint ventures. In addition, the Harbor Department does not intend to place any limits on who takes the lead role in an entity created for this opportunity. Proposer may, but is not required, form such special-purpose entities ahead of submitting a proposal. However, if the intent is to use such an entity, in addition to compliance with requirements set forth in Exhibit E, Proposer must form the entity and provide all required information regarding such entity prior to execution of the Pre-Development Agreement.

Each Proposer will be comprised of a team of entities, which must include, but is not limited to, the following:

- Equity member(s)
- Lead contractor
- Lead engineering firm
- Shipping line (expectation that this entity would ultimately provide a guaranty)
- Member of the Pacific Maritime Association, or similar entity party to a collective bargaining agreement, germane to operation of container terminals.

Deletion or substitution of team entities identified in the proposal is subject to the prior written approval of the Harbor Department in its sole and absolute discretion. Any Proposer team member that will form part of the legal entity that will execute the Pre-Development Agreement shall be considered a "Major Participant," including any entity anticipated to provide an equity commitment. Not all Proposer team members must be Major Participants.

2.1.8. Terms of the Proposed Pre-Development Agreement

2.1.8.1 Proposed Pre-Development Agreement

The draft Pre-Development Agreement for this opportunity will be provided as an addendum to this RFP and will be considered substantially complete. Ahead of proposal submission, Proposers will have an opportunity to comment on the draft Pre-Development Agreement. Comments must be submitted in writing by the deadline and pursuant to the process set forth in the Addendum. Following receipt and consideration of comments on the draft Pre-Development Agreement, the Harbor Department will make reasonable efforts to issue a final draft Pre-Development Agreement at least 21 days prior to the proposal Due Date. After selecting a successful Proposer, the Harbor Department reserves the right to revise the final draft Pre-Development Agreement prior to execution to incorporate: (1) the Pre-Developer's proposal commitments; and (2) any other terms the Harbor Department determines are advantageous to it, in its sole discretion.

2.1.8.2 Pre-Development Agreement Execution

The Harbor Department intends to enter into a Pre-Development Agreement with the Proposer whose proposal is deemed to be most advantageous to the Harbor Department. After the evaluation process is completed, a maximum time limit will be established for the Pre-Development Agreement to be executed, without further negotiation. Therefore, it is incumbent upon Proposers to carefully review the final draft

Pre-Development Agreement and all exhibits prior to submitting a proposal. If the Pre-Development Agreement is not completed and executed by the Pre-Developer within the time limit, the Harbor Department reserves the right to extend the time period, to enter into a Pre-Development Agreement with next most advantageous Proposer, or to reject all proposals. The Proposer must include an acknowledgement in its cover letter that "submittal of a proposal constitutes a covenant to sign the Pre-Development Agreement as attached, and that any deviations from that covenant will invalidate the proposal."

Proposals that do not contain this acknowledgement will be deemed **non-responsive** and will not be considered.

2.1.8.3 "At-Risk" Work/Separation Payments [UNDER DEVELOPMENT]

The Harbor Department expects that elements of the Pre-Developer's work under Pre-Development Agreement will be performed "at risk." If the Harbor Department terminates the Pre-Development Agreement for its convenience, the Harbor Department would reimburse certain costs up to a not-to-exceed termination payment. Details regarding Pre-Developer's entitlement to any payments for work performed during the pre-development phase will be set forth in the draft Pre-Development Agreement.

3 PROPOSAL REQUIREMENTS

3.1 Communication with Proposers; Q&A; Meetings; and Prohibited Contact

All questions regarding this RFP and comments to the Draft Pre-Development Agreement must be submitted, in writing, exclusively to Tanisha Herr the Contract Administrator, at THerr@portla.org by no later than 3 p.m. on Wednesday, October 22, 2025. The Harbor Department may, but is not obligated to, respond to questions it receives pursuant to this section.

If Proposer believes its question(s) contains confidential or proprietary information (including that the request itself is confidential), it may mark such request as "confidential," with the understanding that the Harbor Department is subject to the California Public Records Act and will comply with that law in the manner set forth herein. The Harbor Department may, in its sole discretion, respond individually to any questions marked as "confidential," and will otherwise handle such questions consistent with the processes set forth in Section 3.5. The Harbor Department shall not be, under any circumstances, responsible or liable to any Proposer or any other person for the disclosure of any information claimed to be confidential.

The Harbor Department reserves the right to meet with prospective Proposers, including entities which could potentially lead a Proposer team, on a one-on-one basis ahead of the Proposal submission deadline specified in Section 3.3. The purpose of such meetings would be to obtain feedback from such entities on the Project, the procurement process and draft Pre-Development Agreement. If held, the Harbor Department would provide details regarding any such meetings to all proposers by way of an addendum to this RFP.

Attempts to contact any other Harbor Department employee or members of the Los Angeles 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, in the Harbor Department's sole discretion, constitute grounds to disqualify the Proposer undertaking them. The Harbor Department intends to provide all Proposers with any information it provides to a single Proposer in response to questions.

3.2 Proposal Submission

One (1) digital copy of your proposal, as one complete file in .pdf format, must be submitted on or before 3:00 p.m.PST on Thursday, January 29, 2025 to Tanisha Herr at THerr@portla.org.

The proposal shall be in searchable PDF (Portable Document Format). Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents. The electronic copy will not be returned.

Proposers solely are responsible for the timeliness of their submittals. As such, Proposers are cautioned to budget adequate time to ensure that their proposals are delivered before the deadline set forth above. **Proposers will receive an email confirming receipt of proposal.**

A Proposer may withdraw its proposal prior to the deadline specified for submittal of proposals above by sending an email request to the email address above specifically and unequivocally requesting withdrawal.

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 provided by such Proposer 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.

When submitting a response, each signatory shall affirm that it is duly authorized to sign on behalf of the Proposer. Proposer shall also affirmatively state in the Cover Transmittal Letter, described in Section 3.4, that the Proposer has not prepared the response in collusion with any other Proposer(s); and that the contents of the response as to rent, terms, or conditions of said response have not been communicated at any time or in any manner by the Proposer(s), its employees, agents, or any interested party of the Proposer(s) to any other Proposer(s).

3.3 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) qualifications, experience,

and references; 2) financial capability/capacity; 3) Initial Project Approach; and 4) financial proposal. See Exhibit B.

Select Proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the Pre-Developer. All recommendations to award the Pre-Development Agreement are subject to the approval of the Director of Cargo and Industrial Real Estate Division, the Executive Director of the Harbor Department, the Los Angeles Board of Harbor Commissioners, and the Los Angeles City Council.

As set forth more fully in Section 3.7, the right to reject any and all proposals shall, in every case, be reserved by the City, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City. In addition, the Harbor Department may determine, in its sole discretion, that additional submittals, negotiations with more than one Proposer, or revising the scope and delivery method for the Project may be in its best interest.

3.4 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter (No page limit)

The Proposer shall complete, sign and submit Exhibit E - Proposal Cover Letter with its proposal attesting to the statements contained within.

2. Executive Summary (two (2) page limit)

The Proposer shall submit an Executive Summary with its proposal that contains sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal and financial requirements of the Pre-Development Agreement. The Proposer shall limit the Executive Summary to no more than two pages, inclusive of text, photographs, and/or renderings. The Proposer is encouraged to highlight those items which, in the opinion of the Proposer, represent significant value to the Project and which may distinguish its proposal from those of other Proposers. The Executive Summary shall not contain any pricing information.

The Executive Summary shall include a brief, comprehensive summary of pertinent information from the proposal, as described below.

- Proposal Overview Statement. A summary of the proposal organization and contents. Include a summary chart depicting the location of each RFP requirement in the proposal.

- Proposer Information and Certifications. A summary of the legal structure of the Proposer, agreements among the Proposer team members, and the legal commitments to the Program, including identification of any guarantors.

- Proposal. A summary of the Proposer's proposal, including the Proposer's approach to satisfy the requirements.

The Executive Summary shall be suitable for presentation to, and for review by, Harbor Department's Board of Directors. As it may be released to the media, sensitive or confidential information that may be misused, misconstrued, or misrepresented should not be included or discussed in the Executive Summary.

3. Qualifications, Experience, and References

This section of the Proposer's response to the RFP should provide the Harbor Department with an understanding of the Proposer's qualifications and experience successfully delivering a cargo terminal project comparable to the Project.

The Proposer shall:

- Describe the Proposer team's experience in successfully developing, delivering, financing, and operating projects of similar scope and complexity, based on experience with completed and operational projects. Include experience for all key team members, including but not limited to team leader, engineering firm, financial lead, shipping line affiliated with the project, etc.

- Describe the Proposer team's financing experience (involving equity and debt) for infrastructure projects with financial and commercial risks and other characteristics that are similar to the potential risks and issues related to the Project; financing experience (involving equity and debt) for seaport development projects; and financing experience (involving equity and debt) for infrastructure projects with capital costs comparable in scale to the Project).

- Evidence the Proposer's experience operating in a marine terminal environment that is subject to labor harmony policies. Include the Proposer's track record for establishing and maintaining harmonious labor-management relations. Note the team members affiliated with the Pacific Maritime Association and/or party to a collective bargaining agreement.

The Proposer should provide sufficient information to demonstrate the following:

- Experience in developing projects from open ocean through landfill and improvements phases.

4. Financial Capability/Capacity

This section should provide the Harbor Department with an understanding of the extent to which the Proposer has demonstrated that its financial capacity and strength is sufficient to successfully finance and deliver the Project.

The Proposer shall:

A. Provide financial capacity of the equity members that would provide equity contributions that may be required during the terms of the Pre-Development Agreement and Implementation Agreement.

B. Demonstrate Proposer's financial information does not contain any information that could have a materially negative impact on Proposer's ability to obtain debt financing for the Project.

C. Provide financial statements, including the elements described below. All financial statements must either be audited and certified by a licensed public accountant or accompanied by a notarized statement from the Chief Financial Officer certifying the accuracy of the financial information contained in such statements. If the financial information was originally prepared using a currency other than U.S. Dollars, then it must be converted to U.S. Dollars using the conversion rate(s) in place as of the applicable date or period to which the financial information applies.

   i. Audited financial statements including a consolidated balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS), for the most recent three complete fiscal years. Footnote disclosures and the accountant's audit report must accompany the financial statements. If the most recent audited statements are for a period ending more than six months prior to the due date for the proposal, then supplement your response by submitting unaudited year-to-date financial statements. If audited statements are not available for the Proposer, then so state and submit unaudited statements for the equivalent time periods, accompanied by a notarized statement from the Proposer's Chief Financial Officer certifying the accuracy of the financial information contained in such statements and also submit audited statements for the Guarantor (if applicable) for such periods.

   ii. A signed statement from the Chief Financial Officer stating that there has been no material change in the financial condition of the company subsequent to the financial statements submitted in response to this RFP. If such a statement is not possible, enumerate the material changes that have occurred, if any, in lieu of this statement.

   iii. If the Proposer intends to organize as a partnership, limited liability partnership or joint venture or limited liability company, then the above-referenced financial information of each general partner, joint-venture member, or LLC member, respectively, must be submitted. Individuals required to provide financial information must submit personal tax returns from the three (3) most recent consecutive years and a current statement of net worth.

iv. Harbor Department reserves the right to require one or more parent company guarantees to secure contractual obligations under the Pre-Development Agreement and/or Implementation Agreement . Any person or entity providing a parent company guaranty must provide a written statement indicating the level of commitment together with the financial information detailed in this section as if the guarantor were the Proposer. If Proposer submits financial statements of an entity other than Proposer (e.g., a parent company) to demonstrate financial capability to fulfill the draft Pre-Development Agreement obligations covered by this RFP, the Harbor Department will require an executed guaranty between the Proposer and the Guarantor. All parent company guarantees described in this section must be in a form acceptable to the Harbor Department and approved as to form by the Los Angeles City Attorney.

D. Provide a statement indicating any pending, active, or previous legal action that could reasonably prevent the Proposer from fulfilling its obligations under the Pre-Development Agreement.

E. Provide sufficient information to demonstrate Proposer has potential sources of funding to be used for equipment purchases and working capital. Provide information and source for amounts of working capital to be contributed.

F. If applicable, explain the relationship between the different entities involved in the proposal and the extent to which they have an equity interest in the Proposer. An organizational chart is required.

The Harbor Department reserves the right to reasonably request additional information from Proposers in order to determine if the Proposer has the financial capability to meet the obligations of the Pre-Development Agreement and the potential to meet the obligations of a subsequent Implementation Agreement. If Harbor Department, in its sole and absolute discretion, determines that a Proposer experiences a change in its financial condition that would materially or adversely affect its ability to meet such obligations, such Proposer may be disqualified from further consideration.

The Harbor Department further reserves the right to require covenants for financing/liquidity levels not to fall under a specified level for the term of the Implementation Agreement.

5. Initial Project Approach

This section of the Proposer's response to the RFP should inform the Harbor Department of the Proposer's initial conceptual project approach.

Detail the Proposer's initial conceptual approach and the delineation of roles and responsibilities regarding delivery of the Project (i.e. project scope the Proposer would expect the Harbor Department to design, build, finance, operate and maintain, versus those items to be undertaken by the Developer under the Implementation Agreement).

6. Financial Proposal [UNDER DEVELOPMENT]

This section of the Proposer's response to the RFP includes the maximum profit margin proposal applicable to certain work performed under the Implementation Agreement.

The maximum profit margin proposal will inform the Harbor Department of the maximum profit margin that will apply to design and construction services under the Implementation Agreement. The Proposer shall reflect the maximum profit margin as a percentage that would be applied to design and construction work costs. The maximum profit margin will be evaluated as follows:

$$Maximum\ Profit\ Margin\ Score = 10\ points \times \frac{Lowest\ Proposed\ Profit\ Margin}{Proposer's\ Profit\ Margin}$$

7. Insurance Verification and Indemnification Letter

A letter from Proposer must be provided with their proposal that indicates that the insurance requirements set forth in the draft Pre-Development Agreement 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. Proposers are not required to purchase the required insurance in order to respond; however, all required insurance will need to be submitted at the time of contract award. **ACORD® certificates will not be accepted.** The letter must also acknowledge that the Proposer has read and accepts the indemnification requirements in the draft Pre-Development Agreement to be provided under an addendum.

8. Operator Description Form

Provide with your proposal the Proposer Description form (Exhibit C), fully filled out for your business and any proposed operating partners. All entities must be registered on Ramp at the time proposals are due.

3.5 Property Of The City; Proprietary Material

3.5.1 Subject to Public Records Act

All material submitted in response to this RFP, and any submission made by a Proposer under the terms of this RFP shall become the property of the City and Harbor Department and subject to the California Public Records Act. All such materials and submittals will not be returned

Proposers are solely responsible for identifying as "CONFIDENTIAL" all copyrighted material, trade secrets, or other proprietary information that the Proposers claim are exempt from the Public Records Act and providing sufficient details for why such information is claimed to be exempt.

3.5.2 Exemption from Public Records Act

In the event a Proposer claims such an exemption, the Proposer is required to state in the Cover Letter the following: “The Proposer will indemnify the City of Los Angeles and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore.” Failure to include such a statement shall constitute a waiver of a Proposer’s right to exemption from this disclosure.

If a request is made for the disclosure of information that Proposer claims is exempt, Harbor Department will endeavor to provide any Proposer who submits any portion or the proposal claimed as exempt with reasonably timely notice of any demand for inspection or copying of such information under the Public Records Act to allow any such Proposer to seek protection from disclosure by a court of competent jurisdiction. Harbor Department will endeavor to limit distribution of information that Proposer claims is exempt only to those individuals within Harbor Department or other third-party advisors and consultants that Harbor Department determines are reasonably necessary to participate in the review and evaluation of proposals.

Harbor Department shall not be, under any circumstances, responsible or liable to any Proposer or any other person for the disclosure of information claimed as exempt whether such disclosure is required by law, by an order of court, or as a result of inadvertence, mistake or negligence on the part of Harbor Department, or its elected or appointed officials, officers, employees, agents, contractors, representatives or consultants. Harbor Department shall not be deemed to undertake or assume any obligation for protection or to seek protection for a Proposer’s claim that information submitted pursuant to this procurement is exempt from disclosure under the Public Records Act. Harbor Department cannot and does not purport to determine whether any information claimed as exempt is in fact exempt from disclosure under the Public Records Act. Absent the granting of a court order prohibiting Harbor Department from releasing the requested information, Harbor Department may release the requested information as required by applicable law.

In the event of litigation concerning the disclosure of any material submitted by a Proposer, Harbor Department’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the Proposer that submitted the material shall be responsible for otherwise prosecuting or defending any action concerning the material at is sole expense and risk. The Proposer that submitted the material shall reimburse Harbor Department for any reasonable and documented expenses it incurs in connection with any such litigation.

3.6 Organizational Conflict of Interest

The Proposer is responsible for disclosing all of the Proposer team’s potential organizational conflicts of interest in the appropriate location in the form provided in Exhibit D. In addition, the Proposer shall certify that, other than disclosures made, no additional real or perceived conflicts of interest exist in relation to services under Harbor

Department Request for Proposals for Pier 500 Marine Container Terminal. A potential organizational conflict of interest may occur in any of the following instances:

A. When a Proposer team member is unable, or potentially unable, to provide impartial and objective assistance or advice to Harbor Department due to other activities, relationships, contracts, or circumstances;

B. Where a Proposer team member has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; or

C. Where, during the conduct of an earlier procurement, a Proposer team member has established the ground rules for a future procurement by developing specifications, evaluation criteria, or similar documents.

If a potential or real organizational conflict of interest is determined to exist that cannot be neutralized or mitigated, the Proposer or Proposers subject to the potential or real organizational conflict of interest will be ineligible to participate in this procurement. Any determinations rendered by Harbor Department regarding organizational conflicts of interest will be final.

The Proposer must disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest for any Proposer team member. If there is a potential conflict of interest, the Proposer must state how such Proposer team member's interests, or those of its chief executive, directors, or any proposed subcontractor may result in, or could be viewed as, an organizational conflict of interest.

Harbor Department will analyze any potential organizational conflicts of interest for the Proposers in order to avoid, neutralize, or mitigate potential conflicts before award of the Lease. In addition, any firm that is rendered ineligible through any state or federal action is ineligible to participate with any Proposer team.

By submitting its proposal, each Proposer, and every member of its team, agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to Harbor Department that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflict. If an organizational conflict of interest that the Proposer, or any member of its team, knew or should have known about but did not disclose is determined to exist during the procurement process, Harbor Department may, at its sole discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer, or any member of its team, knew or should have known about but did not disclose exists and the Proposer has entered into the Pre-Development Agreement, Harbor Department may, at its sole discretion, cancel the Pre-Development Agreement. In either case, Harbor Department shall avail itself of any remedies it may have at law or in equity.

The Proposer shall not subcontract at any tier any portion of the Pre-Development Agreement to any firms that are found by Harbor Department to be ineligible to participate in this procurement.

If there is no potential or real organizational conflict of interest, indicate such on the form provided in Exhibit D.

The following Harbor Department consultant is conflicted out: Nossaman LLP.

3.7 Harbor Department Reserved Rights

In connection with this procurement, the Harbor Department reserves to itself all rights (which rights shall be exercisable by the Harbor Department in its sole discretion) available to it under applicable laws, including without limitation, with or without cause and with or without notice, the right to the following:

A. Modify the procurement process in its sole discretion to address applicable law and/or the best interests of the Harbor Department, at any point prior to execution by the Harbor Department of a Pre-Development Agreement;

B. Develop the Project in any manner that the Harbor Department, in its sole discretion, deems necessary or appropriate;

C. Cancel this RFP in whole or in part at any time prior to the execution by the Harbor Department of a Pre-Development Agreement, without incurring any cost, obligations, or liabilities;

D. Issue a new request for proposals after withdrawal of this RFP;

E. Not select any Proposer or cancel this procurement;

F. Reject any and all submittals, responses, and proposals received at any time;

G. Modify all dates set or projected in this RFP;

H. Terminate evaluations of responses received at any time;

I. Exclude any potential Proposer from submitting any response to the RFP based on failure to comply with any requirements of the RFP;

J. Issue addenda, supplements, and modifications to this RFP;

K. Appoint a selection committee or similar body or bodies to evaluate proposals, make recommendations to the Board of Harbor Commissioners, and seek the assistance of the Harbor Department and consultant subject matter experts in proposal evaluations;

L. Require confirmation or clarification of information furnished by a Proposer, require revised or additional information from a Proposer concerning its proposal, and require additional information to clarify the proposal submitted in response to this RFP;

M. Request additional information, submittals, or binding offers from Proposers after submittal of proposals;

N. Hold discussions with Proposers regarding, and otherwise pursue, modification of the procurement process, scope of the Project, delivery method, or other issues as determined by the Harbor Department, in its sole discretion, after submittal of proposals;

O. Suspend, discontinue, or terminate negotiations of the Pre-Development Agreement at any time, elect not to commence negotiations of the Pre-Development Agreement with any responding Proposer, engage in negotiations with more than one Proposer, and engage in negotiations with other than the highest ranked Proposer;

P. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;

Q. Add or delete Proposer responsibilities from the information contained in this RFP;

R. Waive deficiencies in a proposal, accept and review a non-conforming proposal, or permit clarifications, revisions, or supplements to a proposal;

S. Disqualify any Proposer that changes its submittal without Harbor Department approval;

T. Disqualify any Proposer whose performance under the Pre-Development Agreement or Implementation Agreement is materially different than as proposed, in Harbor Department's sole discretion.

U. Disqualify any Proposer for violating any rules or requirements of the procurement set forth in this RFP or in any other communication from the Harbor Department;

V. Not issue a notice to proceed after the execution by the Harbor Department of a Pre-Development Agreement;

W. Design, construct, operate, or maintain some or all of the Project itself; and

X. Exercise any other right reserved or afforded to the Harbor Department under this RFP or at law.

This RFP does not commit the Harbor Department to enter into a Pre-Development Agreement or proceed with the procurement described herein. The Harbor Department assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse

all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer.

In no event shall the Harbor Department be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Pre-Development Agreement has been executed and authorized by the Harbor Department and, then, only to the extent set forth therein; provided, however, that the foregoing disclaimer in this sentence shall not apply to the obligations of the Harbor Department to the Proposers during the procurement process, which obligations are expressly set forth in this RFP. In submitting a proposal in response to the RFP, each Proposer is specifically acknowledging these disclaimers.

3.8 Checklist for RFP Submittal Requirements

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

- ☐ Cover Transmittal Letter, signed by an authorized principal of the Proposer (Exhibit E)
- ☐ Table of Contents, if included (not required)
- ☐ Operator Description Form (Exhibit C)
- ☐ Insurance Verification and Indemnification Letter
- ☐ Organizational Conflict of Interest Disclosure Statement (Exhibit D)
- ☐ Proposal with the following sections, in order:
  - Qualifications, Experience, and References
  - Financial Capability/Capacity
  - Initial Project Approach
  - Financial proposal

EXHIBIT A
SITE INFORMATION

EXHIBIT B

RFP SELECTION EVALUATION FORM

SCORING GUIDELINES:

Rater's Score for qualitative criteria : (Range 0-5) – 0 = Unacceptable; 1 = Marginal; 2 = Satisfactory; 3 = Good, 4 = Very Good, 5 = Exceptional.

Weighing Factor qualitative criteria : 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 –C) must equal 18.

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

Total score = Sum of all weighted scores and the formula score.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED QUALITATIVELY		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Qualifications, Experience, and References	See responses to Section 3.4.3.		**6**	
B. Financial Capability / Capacity	See responses to Section 3.4.4		**6**	
C. Initial Project Approach	See responses to Section 3.4.5		**6**	
	Max Qualitative Points = 90		**A+B+C =18**	**Total Qual. Points =**
CRITERIA TO BE EVALUATED BY FORMULA				**CALCULATED SCORE**
A. Financial Proposal	**See formula set forth in Section 3.4.6**			
	Max Formula Points = 10			**Total =**
	Maximum points Possible=100			**Total Points=**

EXHIBIT C

Operator Description Form

PRIME OPERATOR:

Contract Title: _____

Business Name: _____ RAMP ID#: _____

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

_____

PARTNER:

Business Name: _____ RAMP ID#: _____

Services to be provided: _____

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

PARTNER:

Business Name: _____ RAMP ID#: _____

Services to be provided: _____

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email address: _____

Operator Description Form

PARTNER:

Business Name: _____ RAMP ID#: _____

Services to be provided: _____

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

PARTNER:

Business Name: _____ RAMP ID#: _____

Services to be provided: _____

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email Address: _____

PARTNER:

Business Name: _____ RAMP ID#: _____

Services to be provided: _____

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email address: _____

Exhibit D

Organizational Conflict of Interest Disclosure Statement

1. Actual, Perceived, or Potential Organizational Conflict of Interest

An actual, perceived, or potential organizational conflict of interest may occur in any of the following instances:

> The Proposer or team member is unable, or potentially unable, to provide impartial and objective assistance or advice to the Harbor Department due to other activities, relationships, contracts, or circumstances;
>
> The Proposer or a team member has an unfair competitive advantage through obtaining access to nonpublic information during the performance of a current or earlier contract; or
>
> During the performance of a current or earlier contract, the Proposer or a team member has established the ground rules for a future procurement by developing specifications, evaluation criteria, or similar documents.

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer and its team members which may result, or could be viewed as, an actual, perceived, or potential organizational conflict of interest in connection with the RFP.

_____

_____

_____

_____

3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any actual, perceived, or potential organizational conflicts of interest described in this RFP.

_____

_____

_____

_____

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflict of Interest Disclosure Statement, other than as disclosed above.

_____
Date

_____
Signature

_____
Name

_____
Title

_____
Proposer Name

EXHIBIT E

COVER TRANSMITTAL LETTER

(to be submitted on Proposer's letterhead via Regional Alliance Marketplace for Procurement (RAMP))

Proposal Date: xxx xx, 2026

To Harbor Department of the City of Los Angeles
425 S. Palos Verdes St.
San Pedro, CA 90732

The undersigned ("Proposer") submits this response (the "Proposal") to that certain Request for Proposals ("RFP") (RAMP ID#225498) issued by the Harbor Department of the City of Los Angeles ("Harbor Department") for the Pier 500 Marine Container Terminal (the "Project").

Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

If selected by the Harbor Department, the Proposer agrees to do the following: (a) enter into the Pre-Development Agreement without varying or amending its terms (except for modifications agreed to by the Harbor Department in its sole discretion); (b) satisfy all other conditions to award of the Pre-Development Agreement; and (c) perform its obligations as set forth in the RFP and the Pre-Development Agreement, including compliance with all commitments contained in this Proposal.

The Proposer acknowledges that, if selected by the Harbor Department, submittal of a Proposal constitutes a covenant to sign the draft Pre-Development Agreement, and that any deviations from that covenant will invalidate the Proposal. The Proposer confirms that it is pursuing this opportunity at its own risk and acknowledges that the Harbor Department will not provide a stipend or cover any costs or fees Proposer incurs in connection with the RFP process, including all costs and fees incurred in preparing this Proposal.

The Proposer offers to the Harbor Department the Proposal as contained in the following responses enclosed with this letter in accordance with the terms and requirements of this RFP.

The Proposer acknowledges receipt, understanding, and full consideration of all materials posted on RAMP, including any addenda or sets of questions and clarification responses.

The Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions. The Proposer certifies that: (i) it has examined and is familiar with all of the provisions of the RFP; (ii) it reasonably has reviewed all materials posted on RAMP, any addenda, and any Harbor Department responses to clarification questions; (iii) it is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Pre-Developer; (iv) it has checked all the words, figures, and statements in this Proposal to a degree that is prudent and reasonable in preparing this Proposal; and (v) to the extent identified during the preparation of this Proposal, it has notified the Harbor Department of any deficiencies in or omissions from the RFP or other documents provided by the Harbor Department.

To the extent the Proposer identifies any errors or inconsistencies after the date hereof, the Proposer agrees to notify the Harbor Department of such errors or inconsistencies in accordance with the terms and conditions of the Pre-Development Agreement.

The Proposer understands that the Harbor Department is not bound to accept any Proposal received.

The Proposer consents to the Harbor Department's disclosure of its Proposal pursuant to a request under California Government Code § 7920, et seq. (the California Public Records Act or "Public Records Act"). The Proposer acknowledges and agrees to the disclosure terms described in the RFP, Section 3.6.

To the extent the Proposal contains information which the Proposer believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, the Proposer has specifically and conspicuously designated that information by placing **"TRADE SECRET - PROPRIETARY"** in the header or footer of each such page affected. Further, the Proposer has identified, in a separate sheet attached to this Cover Transmittal Letter, any information, listed by Proposal Part and page number, that has been labeled as "Trade Secret – Proprietary" by the Proposer.

To the extent Proposer is claiming an exemption from the Public Records Act, Proposer agrees to indemnify the City of Los Angles and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Harbor Department by the Public Records Act or other applicable law. The provisions of the Public Records Act or other Laws shall control in the event of a conflict between the procedures described above and the applicable law.

The Proposer agrees that the Harbor Department will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

The Proposer has evaluated the Proposer team to assess the existence of any real or perceived conflicts of interest in relation to services under this Project and accurately reflected its assessment in the executed copy of the Organizational Conflict of Interest Disclosure Statement that Proposer submitted with its Proposal.

This Proposal shall be governed by and construed in all respects according to the laws of the State of California.

[This Proposal Cover Letter shall be signed by a person having proper legal authority and the person's title should be given.]

By signing this Proposal Cover Letter, Proposer represents that all statements made in the Proposal submitted to the Harbor Department, including any clarifications, resubmissions or best and final offers related thereto, are true, correct, and accurate as of the date hereof, except as otherwise specified. The Proposer agrees that such Proposal, is incorporated as if fully set forth herein. Proposer further agrees that it has not prepared its responses to the Proposal or this Proposal Cover Letter in collusion with any other proposer(s); and that the contents of the

response have not been communicated at any time or in any manner by the Proposer, its employees, agents, or any interested party of the Proposer to any other proposer(s).

The following individual is authorized to enter into the Pre-Development Agreement with the Harbor Department on behalf of the Proposer in connection with this RFP.
Full name and address of the individual authorized to sign on behalf of Proposer:

_____

_____

_____

Signed:_____

Title:_____

Date:_____

[Insert the appropriate block from the following.]

If a **Corporation:**

Name of Corporation:_____

Incorporated in what State: _____

President:_____

Treasurer:_____

Secretary:_____

If a **Limited Liability Company** (Name all Members):

Name of Limited Liability Company:_____

Organized in what State:_____

Member:_____

Residence:_____

Member:_____

Residence:_____

If a **Partnership** (Name all Partners):

Name of Partner:_____

Residence:_____

Name of Partner:_____

Residence:_____

If an **Individual**:

Name:_____

Residence:_____

If an **Individual Doing Business Under a Firm Name:**

Name of Firm:_____

Name of Individual:_____

Business Address:_____

Residence:_____

If a **Joint Venture:**

Name of Venture:_____

Business Address:_____

Name of Firm or Corporation:_____

Address:_____

Name of Firm or Corporation:_____

Address:_____

Name of Firm or Corporation:_____

Address:_____

Name of Firm or Corporation:_____

Address:_____

[Attach evidence of signatory authorization]

[If any of the joint venture members is a corporation a copy of the vote of the corporation authorizing the joint venture should be attached hereto.]

ADDITIONAL INFORMATION TO BE PROVIDED AS AN ATTACHMENT TO THE COVER TRANSMITTAL LETTER:

A. LEGAL STRUCTURE – The Proposer shall describe in detail the legal structure of the Proposer and the Major Participants.

    1. If the Proposer/Major Participant is a corporation or includes a corporation as a joint venture member, partner, or member, provide articles of incorporation and bylaws for the Proposer/Major Participant and each corporation certified by an appropriate individual. If any entity is not yet formed, so state, indicate that these documents will be provided prior to award, and provide a summary of anticipated key terms of such documents.
    2. If the Proposer/Major Participant is a limited liability company or includes a limited liability company as a joint venture member, partner, or member, attach full names and addresses of all members and the equity ownership interest of each member and provide the operating agreement for the limited liability company certified by an appropriate individual. If any entity is not yet formed, so state, indicate that this information and agreement will be provided prior to award, and provide a summary of anticipated key terms of such document.
    3. If the Proposer/Major Participant is a partnership or includes a partnership as a joint venture member, partner, or member, attach full names and addresses of all partners and the equity ownership interest of each entity and provide the partnership agreement and certificate of partnership for the Proposer/Major Participant certified by an appropriate individual. If any entity is not yet formed, so state, indicate that these documents will be provided prior to award, and provide a summary of anticipated key terms of such documents.
    4. If the Proposer/Major Participant is a joint venture or includes a joint venture as a joint venture member, partner, or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity and provide the joint venture agreement certified by an appropriate individual. If any entity is not yet formed, so state, indicate that these documents will be provided prior to award, and provide a summary of anticipated key terms of such document.
    5. If the Proposer/Major Participant is an individual or includes an individual as a joint venture member, partner, or member, attach full names and addresses of all individuals.

B. AUTHORIZATION TO EXECUTE AND DELIVER - With respect to authorization of execution and delivery of the Proposal and validity thereof, the Proposer shall provide the following:

    1. If the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation;
    2. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information;
    3. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing

such authorization, in each case, certified by an appropriate officer of the general partner;

4. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member;
5. If the Proposer is an individual, such evidence shall be in the form of a memorandum, certified by a notary; or
6. If the Proposer is an entity that is not yet formed, such evidence shall be in the form of a resolution of each Major Participant, certified by an appropriate officer of such member.

The Proposer's partnership agreement, limited liability company operating agreement, joint venture agreement, individual memorandum or unformed entity resolution, as applicable, must include express provisions satisfactory to the Harbor Department, in its sole discretion, (a) stating that, in the event of a dispute between or among joint venture members, partners, or members, as applicable, no joint venture member, partner, or member, as applicable, shall be entitled to stop, hinder, or delay work on the Project; and (b) providing a joint and several liability statement.

Attachments to Transmittal Cover Letter:

1. List of Trade Secret / Proprietary Information
2. Evidence of Signatory Authorization
3. Legal Structure