

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1124 Page 1

Show this number on envelope

Contract No. 39966

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Virginia Beach, VA ON THE 31st DAY OF January, 2022
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Mythics, Inc. \*\*Mythics Exceptions are expressly incorporated as alternative provisions or options\*\*
Phone 757-412-4362 Fax 757-412-1060
Address 4525 Main St. Suite 1500, Virginia Beach, VA 23462
Street City State Zip

Signature [Handwritten Signature] Deonte J. Watters, CCMAP Vice President of Contracts
Printed Name Printed Title

Signature N/A Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

- a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President AND one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
b) One signature: By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of Henry
State of GA
Subscribed and sworn this date 2/2
Notary Seal Signature



In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.
By Executive Director Harbor Department
Date

Approved as to form and legality
[Handwritten Signature] 2/13, 2022
City Attorney
BY Deputy

# FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1124

**SUBMIT BID TO:**

Los Angeles Harbor Department  
Purchasing Office, 1st Floor  
500 Pier A Street  
Wilmington, CA 90744

**OFFICE HOURS:**

7:30 a.m. – 4:30 p.m.  
Monday through Friday (excluding Holidays)

**Buyer:** Tricia Carey, Director (310) 732-7656

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

**THIS CONTRACT IS IN ACCORDANCE WITH MARICOPA COUNTY, ARIZONA CONTRACT NO. 180233-002, WITH MYTHICS, INC., A COOPERATIVE PURCHASE ARRANGEMENT PER CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8). THIS CONTRACT IS FOR THE REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR ORACLE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS TO BE FURNISHED FOR A THREE-YEAR TERM COMMENCING UPON CONTRACT EXECUTION.**

**PRICE AND TERMS OF CONTRACT NO. 180233-002 BETWEEN MARICOPA COUNTY, ARIZONA AND MYTHICS, INC. ARE INCORPORATED HEREIN. SEE ATTACHMENT 1.**

**ESTIMATED EXPENDITURE.** Total expenditures under this contract are estimated to be **\$3,000,000.00**. No guarantee can be given that this total will be reached. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period; however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

**FEDERAL EXCISE TAX.** The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

**SALES TAX PERMIT.** Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number 100-462932.

REQ. NO.: D-22-260  
NOTIFY: H. Nguyen  
PAGE 2

STATE TIME OF DELIVERY: N/A DAYS AFTER RECEIPT OF ORDER TERMS  
DISCOUNT FOR PAYMENT WITHIN N/A DAYS. BIDDER MUST SIGN THIS  
BID ON PAGE 1

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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1124  
(SHOW THIS NUMBER ON ENVELOPE)

**PRICE GUARANTEE.** Prices are **maximum** for the period of the contract. In the event of a **price decline**, or should you sell the same products under similar quantity to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Mythics, Inc.

ADDRESS: Attention: Accounts Receivable

4525 Main St. Suite 1500, Virginia Beach, VA 23462

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

## **SUPPLIER CONTACT INFORMATION:**

Contact Person: Joe Baraiolo

Title: Product Sales Representative 1

Telephone No.: 757-412-4362

Fax No.: 757-412-1060

E-Mail Address: jbaraiolo@mythics.com

24 Hour Contact No.: 757-702-4091

**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, Vendor 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 Vendor'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 Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are

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CITY OF LOS ANGELES  
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cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

**SURVIVABILITY.** Contract will survive the Maricopa County, Arizona Contract No. 180233-002. As a Customer purchasing these subscription services, the Harbor Department will continue to receive ongoing service at the agreed upon Maricopa County, Contract No. 180233-002 contract rates through the term of the Harbor Department Contract.

**TECHNICAL CORRECTIONS.** The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

**CITY ETHICS COMMISSION (CEC) FORMS 50 and 55.** Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders 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 bidders, 12 months after the contract is signed. The bidder'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.

Bidders must submit CEC Form 50 and 55 (Attachments 2 and 3) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders 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 shall be deemed nonresponsive. Bidders 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)

**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 bidders engaged in investment activities in Iran from submitting bids 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 bidders submitting bids 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 Attachment 4).

**TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

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**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner 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 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

**TAXPAYER IDENTIFICATION NUMBER.** Vendor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

NO. F-1124  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL CONDITIONS READ CAREFULLY

- FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- 12. TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

**NOTE:** THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

- 13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

- 14. PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

- 15. ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

- 16. NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

- 17. SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

- 18. PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

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**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**NO. F-1124**

(SHOW THIS NUMBER ON ENVELOPE)

California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti

Mayor, City of Los Angeles

Board of Harbor  
Commissioners

Jaime L. Lee  
President

Edward R. Renwick  
Vice President

Diane L. Middleton  
Commissioner

Lucia Moreno-Linares  
Commissioner

Anthony Pirozzi, Jr.  
Commissioner

Eugene D. Seroka

Executive Director

**DATE:** THURSDAY, FEBRUARY 17, 2022

**SUBJECT:** ADDENDUM #2 – CONTRACT #39966 - ORACLE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS

The Port of Los Angeles' Contract #39966 with Mythics, Inc. is amended as follows:

1. Addendum #1 is withdrawn.
2. Item #2 in Mythics Exceptions will be amended as follows:  
Sections 8, 10, 19 and 20 are hereby deleted from General Conditions in BID No. F-1124, Contract No. 39966

Sincerely,

Tricia Carey  
cn=Tricia Carey, o=Harbor Department,  
ou=Contracts and Purchasing,  
email=tcarey@portla.org, c=US  
2022.02.17 16:22:47 -0800  
2021.011.20039

TRICIA J. CAREY  
Director, Contracts and Purchasing Division



## MYTHICS EXCEPTIONS

### LOS ANGELES HARBOR DEPARTMENT, FRCA # F-1124, ORACLE ERPS SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS

#### Exceptions:

Mythics is offering the Oracle product and services in accordance with and conditioned upon the terms and conditions of Mythics US Communities Cooperative Purchasing Contract No. 180233-002 ("USC Contract"). A copy of the USC Contract is located at: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/mythics-inc>.

The USC Contract shall solely govern Oracle products and services ordered by the Harbor Department. We propose that the University incorporate the USC Contract on any resultant purchase order or contract award issued to Mythics in place of incorporating any City of Los Angeles Harbor Department General Conditions.

Mythics is amenable to incorporating any administrative or statutory terms into a US Communities Supplemental Addendum or Agreement so long they do not conflict with the terms of the USC Contract. Below are provisions in the Harbor Department's FRCA that must be removed or revised in a US Communities Supplemental Addendum due to conflicts with the terms of the USC Contract:

#### 1. FRCA Contract Terms and Conditions Exceptions:

- **Recitals** - Mythics requests that the Department revise the language to state which terms take precedence in the event of conflicts. The requested revision is as follows:

**THIS CONTRACT IS IN ACCORDANCE WITH MARICOPA COUNTY, ARIZONA CONTRACT NO. 180233-002, WITH MYTHICS, INC., A COOPERATIVE PURCHASE ARRANGEMENT PER CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8). THIS CONTRACT IS FOR THE REQUIREMENTS OF THE LOS ANGELES HARBOR DEPARTMENT FOR ORACLE ENTERPRISE RESOURCE RESOURCE PLANNING (ERP) SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS TO BE FURNISHED FOR A THREE-YEAR TERM COMMENCING UPON CONTRACT EXECUTION.**

**PRICE AND TERMS OF CONTRACT NO. 180233-002 BETWEEN MARICOPA COUNTY, ARIZONA AND MYTHICS, INC. ARE INCORPORATED HEREIN AND SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS. SEE ATTACHMENT 1.**

- **Termination for Non-Appropriation** - Mythics requests that the Department revise the language as follows:

The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary



**MYTHICS™**

**ORACLE** Platinum  
Partner

---

**Unrivaled Oracle Expertise**

obligations hereunder as of the end of any fiscal year. Such termination shall be in accordance with the termination provisions outlined in Contract No. 180233-002.

**2. City of Los Angeles Harbor Department General Conditions Exceptions:**

Mythics proposes to delete these conflicting and additive terms and conditions provided.