

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

BID NO. F-1263,1 Page 1  
Show this number on envelope

Purchase Order No.

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" according to the terms and conditions. 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: LONDON, ENGLAND ON THE 12<sup>th</sup> DAY OF MARCH, 2026  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Klein Marine Systems Inc

Phone 603.893.6131 Email: anton.vanheerden@generaloceans.com

Address 65 Parker Street Suite 5 Newburyport MA 01950  
Street City State Zip

Atle Lohrmann President  
Signature Printed Name Printed Title

Anton van Heerden CFO  
Signature Printed Name Printed Title

(Approved Corporate Signature Methods)

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 <u>LONDON</u> State of <u>ENGLAND</u> S.S. Subscribed and sworn this date <u>MARCH 12<sup>th</sup></u> , 2026 <u>Deborah DeLoe</u> Secretary/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 <u>March 17</u> , 2026 City Attorney BY <u>Janet Meehan</u> Deputy
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# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1263

**SUBMIT BID TO:**

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

**BID DUE BEFORE  
2:00 P.M.  
DECEMBER 5, 2025**

**Buyer:** Jacquelyn L. Estrada, Procurement Analyst      [jestrada@portla.org](mailto:jestrada@portla.org)

**BIDS WILL BE PUBLICLY  
OPENED**

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

## KLEIN SIDE-SCAN SONAR WINCH SYSTEM

A BID is requested for the one-time Requirements of the Los Angeles Harbor Department ("Department" or "City") for the above-referenced goods, subject to the approval of the Board of Harbor Commissioners. This Contract with **Klein Marine Systems Inc.** for the purchase of a replacement **Side-Scan Sonar Winch System** is executed in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a)(7).

**PRICES QUOTED ARE TO INCLUDE ALL DELIVERY CHARGES AND FEES, UNLESS OTHERWISE QUOTED, EXCLUDING SALES TAX.**

**BACKGROUND AND JUSTIFICATION**. The Side-Scan Sonar Winch System procured under the authority of this Bid/Contract is a replacement for that which is currently deployed on the Port Police Dive Boat (Vessel 2663700), which was installed in 2011. This vessel is expected to be withdrawn from the Port Police fleet after the 2028 Olympic games and re-purposed for non-law enforcement activities. The new Winch will be installed by Department personnel on the new Dive Boat authorized by Board of Harbor Commissioners Resolution 24-10361 (Contract 40043). This Winch System includes enhanced and upgraded components – including a longer cable needed for sonar soundings at greater depths - that are necessary for effective search and rescue operations by the Port Police Dive Team. This contract authorizes the purchase of a Winch system only, as the Klein Side-Scan Sonar device currently in use will be re-deployed on the new Dive Boat. The integrated Sonar and Winch System is integral to Port Police operations as it facilitates the free flow of commerce, effective search and rescue missions, and the security of underwater critical infrastructure in the Port of Los Angeles.

REQ. NO.: REQ17069  
NOTIFY: P. Heem  
Related: 40043  
11/05/25 JLE  
PAGE 2

BIDDER MUST SIGN THIS BID ON PAGE 1

**ONE ORIGINAL WITH WET SIGNATURES REQUIRED**

## FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1263**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

### MATERIALS, EQUIPMENT, AND ACCESSORIES

**PRICING SUMMARY.** Summary of Charges. The intention of this Section is to establish taxable versus non-taxable costs as they will be invoiced. Total Bid must match PRICING DETAIL Section.

LINE	DESCRIPTION	QTY	TAX	UOM	UNIT PRICE
1	EQUIPMENT AND ACCESSORIES	1	YES	LOT	\$214,910.56
2	DELIVERY BY VENDOR	1	YES	LOT	\$
3	THIRD-PARTY COMMON CARRIER FREIGHT	1	NO	LOT	\$2,760.00
<b>TOTAL BID (EXCLUDING TAX)</b>					<b>\$217,670.56</b>

**PRICING DETAIL.** Charges upon which Lines 1-3 are based. Total Bid must match PRICING SUMMARY Section. Please attach Sales Quote with full configuration details.

ITEM	ITEM NUMBER	QTY	UNIT PRICE
SIDE SCAN SONAR WINCH - 36"X60"X48", 2500LB MAX PULL, 75FT/MIN MAX SPEED, 400M OF 0.680" OD CABLE, WELDED ALUMINUM, ELECTRIC BRAKE MOTOR DRIVING A RIGHT ANGLE, WEATHERPROOF	Config_Winch	1	\$108,585.00
ARMORED CABLE, .68", 300M WITH 75M FAIRED	14106168Faired-300M	1	\$41,227.50
SLIP RING FOCAL	14103390	1	\$10,988.41
DECK CABLE 10M	14102902-10M	1	\$2,386.98
TPU, RACKMOUNT 5000	14105911	1	\$24,592.44
WORKSTATION, SONAR - INDUSTRIAL PC, XEON E3-1200V5, I5-6500 3.2GHZ INTEL QUAD CORE 6MB CACHE, HD GRAPHICS, 4GB DDR4 2400MHZ RAM, 5.25" CD/DVD BURNER, 1.0TB SATA, 2X COM PORT, WINDOWS 10 PROFESSIONAL, 1-YEAR DEPOT WARRANTY	18000000-08	1	\$7,450.23
ASSEMBLY KIT, 12U, 19" RACKMOUNT SERVER CAB	14105383	1	\$1,800.00
SHEAVE AND CABLE COUNTER - HANGING BLOCK, 22" WITH HALL EFFECT SENSOR, RPC 80X RUGGED PROGRAMMABLE CONTROL DISPLAY, SS DECK ENCLOSURE	SheaveandCounter	1	\$17,900.00
FREIGHT/DELIVERY		1	\$2,760.00
<b>TOTAL BID (EXCLUDING SALES TAX)</b>			<b>\$217,670.56</b>

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1263,1**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

## MATERIALS, EQUIPMENT, AND ACCESSORIES

**PRICING SUMMARY.** Summary of Charges. The intention of this Section is to establish taxable versus non-taxable costs as they will be invoiced. Total Bid must match PRICING DETAIL Section.

LINE	DESCRIPTION	QTY	TAX	UOM	UNIT PRICE
1	EQUIPMENT AND ACCESSORIES	1	YES	LOT	\$227,861
2	DELIVERY BY VENDOR	1	YES	LOT	\$3,092.00
3	THIRD-PARTY COMMON CARRIER FREIGHT	1	NO	LOT	\$
<b>TOTAL BID (EXCLUDING TAX)</b>					\$230,953.00

**PRICING DETAIL.** Charges upon which Lines 1-3 are based. Total Bid must match PRICING SUMMARY Section. **Please attach Sales Quote with full configuration details.**

ITEM	ITEM NUMBER	QTY	UNIT PRICE
SIDE SCAN SONAR WINCH - 36"X60"X48", 2500LB MAX PULL, 75FT/MIN MAX SPEED, 400M OF 0.680" OD CABLE, WELDED ALUMINUM, ELECTRIC BRAKE MOTOR DRIVING A RIGHT ANGLE, WEATHERPROOF	Config_Winch	1	\$115,079.00
ARMORED CABLE, .68", 300M WITH 75M FAIRED	14106168Faired-300M	1	43,755.00
SLIP RING FOCAL	14103390	1	\$11,648.00
DECK CABLE 10M	14102902-10M	1	\$2,531
TPU, RACKMOUNT 5000	14105911	1	\$26,068.00
WORKSTATION, SONAR - INDUSTRIAL PC, XEON E3-1200V5, I5-6500 3.2GHZ INTEL QUAD CORE 6MB CACHE, HD GRAPHICS, 4GB DDR4 2400MHZ RAM, 5.25" CD/DVD BURNER, 1.0TB SATA, 2X COM PORT, WINDOWS 10 PROFESSIONAL, 1-YEAR DEPOT WARRANTY	18000000-06	1	\$7,898.00
ASSEMBLY KIT, 12U, 19" RACKMOUNT SERVER CAB	14105383	1	\$1,908.00
SHEAVE AND CABLE COUNTER - HANGING BLOCK, 22" WITH HALL EFFECT SENSOR, RPC 80X RUGGED PROGRAMMABLE CONTROL DISPLAY, SS DECK ENCLOSURE	SheaveandCounter	1	\$18,974.00
FREIGHT/DELIVERY		1	\$3,092.00
<b>TOTAL BID (EXCLUDING SALES TAX)</b>			\$230,953.00

PRICING IN EFFECT ON MAY 1, 2026

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1263,1

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

## **BIDDER'S INSTRUCTIONS**

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, Bidders ("Vendor", "Contractor", "Supplier") shall complete and return all Quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

It shall be the Bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a Bidder non-responsive if the Bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

**BID SUBMITTAL TIMELINESS.** Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered/received at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, email server issues, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the Bid, whether the Bid is submitted in person or by mail.

**MODIFICATION OF RFB DOCUMENTS PROHIBITED.** The RFB documents, as issued by the Los Angeles Harbor Department, shall not be modified in any way by the Bidder. Any bid found to contain alterations, deletions, additions, or other changes to the original RFB documents—not originating from and authorized by the Department—including, but not limited to, modifications to the specifications, requirements, terms, or conditions, will be rejected as non-responsive.

Requests for modifications necessary for the clarification, correction, or successful execution of the RFB or resulting contract must be submitted in writing to the Buyer at the email address provided above no fewer than five (5) business days prior to the bid deadline.

**CONFLICTING OR ADDITIONAL TERMS SUBMITTED BY BIDDERS.** The submission of a Bid in response to this Request for Bids (RFB) shall constitute the Bidder's acknowledgment and agreement that the terms and conditions set forth by the Los Angeles Harbor Department are controlling. Any terms and conditions submitted by a Bidder that are additional to, or supplemental to the RFB, that are in conflict with the terms of the RFB, or the resulting Order or Agreement, shall be deemed excluded and shall have no force or effect. The inclusion of such terms shall not be construed as a counteroffer or modification of the RFB. In the event of any inconsistency between the RFB terms and those proposed by the Bidder, the RFB shall govern.

**ADDENDA.** From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be provided by the Buyer. It is the responsibility of the Bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable Bid request. Failure to do so may deem the Bid non-responsive.

**AWARD.** The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

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

**FORMAL REQUEST FOR BID**

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1263**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

**CONTRACTUAL TERMS SECTION**

**AUTHORIZED DISTRIBUTOR/DEALER.** Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted.

Yes: \_\_\_\_\_  No: \_\_\_\_\_  Proprietary Goods

If Bidder is not an authorized distributor/dealer, the Bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the Bidder.

The manufacturer will be responsible for any default of the Supplier that is not corrected by the Supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective materials, troubleshooting, and correcting problems that are traceable to the manufacturer.

**VENDOR CONTACT FOR CONTRACTUAL ISSUES.**

Contact Person: Leonardo Romero  
Title: Business Development Manager  
Telephone: 305.853.8803  
Email Address: Lromero@Klein.com

**VENDOR CONTACT FOR SERVICE, REPAIR, AND WARRANTY ISSUES.**  Same as Above

Contact Person: Anthony Summa  
Title: Test and Service Manager  
Telephone: 603.8936131 Ext 4211  
Email Address: kleincustomerservice@Klein.com

**NEW AND UNUSED.** The materials furnished shall be new and unused, current model/offering.

**WARRANTY.** Terms of warranty on new equipment, materials, and services offered (if applicable). Free PARTS and SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment and/or services have been accepted:

Parts: Klein-branded goods, 12 months, others see "Letter of Certification"

Please attach additional warranty terms to Bid, if applicable.

**Klein-branded Parts and Materials, 12 Months, all other manufacturers per attached "Letter of Certification".**

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1263**

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**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

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**INDEMNITY.** Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

**DELIVERY**

**DELIVERY METHOD.** Please specify the method that will be employed for the delivery of quoted materials, equipment, and accessories. **Check one:**

Delivery by vendor utilizing vendor-owned conveyance

If utilizing this method of delivery, awarded bidder will be required to confirm insurance coverage by completing and submitting Attachment A prior to award.

Freight/shipping utilizing a third-party common carrier

**DELIVERY.** Anticipated final delivery date of Quoted Equipment and Accessories: 22 Weeks ARO

**DELIVERY POINT.** Prices to include all delivery charges unless otherwise quoted, F.O.B. the Harbor Department, C&P Warehouse, 500 Pier A Street, Wilmington, CA 90744, or as directed by Department Personnel.

**DELIVERY NOTIFICATION.** At least three (3) days prior to the delivery(ies) of the quoted equipment and materials, please notify Sgt. Ralph Edwards ([REdwards@portla.org](mailto:REdwards@portla.org)) and Christopher Patrizio ([CPatrizio@portla.org](mailto:CPatrizio@portla.org)) of the expected delivery date(s).

**SHIPPING CHARGES – COMMON CARRIER.** Shipping/Freight charges for parts and materials from manufacturer to Vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

**DELIVERY CHARGES – BY VENDOR.** Delivery charges for parts and materials, delivered by Vendor. Delivery charges are not subject to markup.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1263**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

## FINANCIAL SECTION

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please submit a copy of your IRS Form W-9 with your Bid.** If invoice remit to (remittance) name and address are different from the Bidder name and address, please indicate:

NAME: Klein Marine Systems, Inc.

65 Parker Street, Suite 5

ADDRESS:

REMIT TO:

Newburyport, MA 01950

A/R EMAIL:

kleinap@klein.com

URL: <https://www.klein.com>

Invoices submitted for payment where the invoice name and address do not match as they appear on the Purchase Order or as indicated in the space above, will not be processed and will be returned to the Vendor.

**SALES TAXES.** Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

**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, (844) 663-4411, 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.

BTRC/BTRC Exemption Number: 0002358737

**WITHHOLDING REQUIREMENTS.** The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the Vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your Bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.

## FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1263

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- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

**Please Check One:**

Both Bidder's Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.

Withholding Forms Attached

**SALES TAX PERMIT.** An active California Department of Tax and Fee Administration Seller's Permit is required to collect California Sales Taxes.

Seller's Permit Number: \_\_\_\_\_  N/A (Sales taxes will not be invoiced.)

**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.

**TAXPAYER IDENTIFICATION NUMBER.** Contractor 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.

### GENERAL TERMS AND STATUTORY REQUIREMENTS

**SAFETY AND HEALTH REQUIREMENTS.** All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

**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.

**SWEAT-FREE PROCUREMENT POLICY.** The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

## FORMAL REQUEST FOR BID

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**ETHICS.** 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 Forms 50 and 55 (Attached) to the awarding authority at the same time the response is submitted. The forms require 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).

**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. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

**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.

### **REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).**

**PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the Vendor is a for-profit company or corporation, the Vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the Vendor shall further request that any subcontractor input or update its business profile, including the Vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendors who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles>.

**BIDDER/VENDOR'S RAMP ID Number(s): 211984**

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1263

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

## GENERAL CONDITIONS

### READ CAREFULLY

1. **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 or facsimile 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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.  

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.

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 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.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1263**

(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, DECEMBER 05, 2025**

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 agree 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 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.

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

## Bidder Certification

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

Original Filing       Amendment: Date of Signed Original .....11/12/2025. Date of Last Amendment .....

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)	
F-1263 (REQ17069)	HARBOR	
Bidder Name		
Klein Marine Systems, Inc.		
Email Address		Phone Number
sales@klein.com		(603) 893-6131

## Certification

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

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

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

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

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

Edward P. Curley III

Name

Signature

Executive Vice President & General Mgr.

Title

11/12/2025

Date

# Prohibited Contributors (Bidders)

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

Original Filing       Amendment: Date of Signed Original 11/12/2025 Date of Last Amendment 11/12/2025

Reference Number (Bid, Contract, or RAMP): F-1263 (REQ17069) Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
Klein Side-Scan Sonar Winch System.

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: Klein Marine Systems, Inc.

Bidder Address: 65 Parker Street, Suite 5, Newburyport, MA 01950

Bidder Email Address: sales@klein.com Bidder Phone Number: (603) 893-6131

### Schedule Summary

Please complete all three of the following:

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

### Certification

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

Edward P Curley III \_\_\_\_\_  
Name Signature

Executive Vice President & General Mgr. \_\_\_\_\_  
Title Date

# Prohibited Contributors (Bidders)

## Schedule A - Bidder's Principals

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

Name: Edward P Curley III Title: Executvie Vice President & General Mgr.  
Address: 65 Parker Street, Suite 5, Newburyport, MA 01950

Name: Myriam Tambasco Title: Financial Controller  
Address: 65 Parker Street, Suite 5, Newburyport, MA 01950

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Check this box if additional Schedule A pages are attached.

# Prohibited Contributors (Bidders)

## Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

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

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

BID/QUOTE No.(s):F-1263

ATTACHMENT A

RE: Insurance Requirements

NUMBER OF PAGES: 1 of 4

## INDEMNIFICATION AND INSURANCE

### Indemnification

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

### Acceptable Evidence and Approval of Insurance

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

### **POLICY COPIES**

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

### **PRIMARY COVERAGE**

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

### **NOTICE OF CANCELLATION**

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

BID/QUOTE No.(s):F-1263

ATTACHMENT A

RE: Insurance Requirements

NUMBER OF PAGES: 2 of 4

## RENEWAL OF POLICIES

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

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

### NOTE

**FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.**

### General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined single limit for injury or claim. Where Vendor provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Vendor provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self- insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Vendor 's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

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

BID/QUOTE No.(s):F-1263

ATTACHMENT A

RE: Insurance Requirements

NUMBER OF PAGES: 3 of 4

### Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

### Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Vendor shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included.

Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

### **INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:**

TC \_\_\_\_\_ (initial)

**Upon submittal of KwikComply Certificate Approval Number(s), the contractor will receive written authorization to proceed.**

**NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED.**

BID/QUOTE No.(s):F-1263	ATTACHMENT A
RE: Insurance Requirements	
NUMBER OF PAGES: 4 of 4	


**This section is to be completed by Vendor prior to performing work/activities authorized under the resulting Purchase Order. Form shall be submitted to the Contracts & Purchasing Division's Procurement Analyst.**

A. *Vendor certifies that the KwikComply Certificate Approvals Number(s) referenced below meet the above insurance requirements as applicable to the quoted goods and/or services.*

<b>KwikComply Certificate Approval Number(s):</b>
---

B. N/A  By checking this box, Vendor certifies that Vendor's operations for the quoted goods and/or services, do not trigger any of the above insurance requirements.

**Firm Name:** Klein Marine Systems, Inc.

**Authorized Signature of Vendor/Bidder:** 

**Authorized Signatory's Name and Title:** Ted Curley, Executive Vice President & General Mgr.

**Date Submitted:** December 3, 2025

(For Internal Use Only) Requisition: REQ17069

**Klein Marine Systems, Inc.**  
**2024 Terms & Conditions of Sale**

The following terms and conditions constitute the entire agreement between Buyer and Klein Marine Systems, Inc. (herein called "Seller"). In the event of a discrepancy between these printed terms and conditions and a "Seller" letter of quotation, the letter provisions shall govern.

**PRICES** - All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. Written quotations expire automatically 60 days from the date issued, unless otherwise stated in the quotation, and are subject to change or termination by notice during that period. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements, or other terms and conditions, which are not part of the original price quotation. Prices are exclusive of all freight, customs, license or other fees applied to shipment, and are exclusive of all excise, sales, use, and other taxes imposed by any federal, state, municipal, or other governmental authority, all of which taxes shall be paid by Buyer. Buyer is responsible for obtaining and providing to Seller any certificate of exemption or similar documentation required to exempt any sale from sales, use, or similar tax liability. All prices shall be as specified by Seller or, if no price has been specified, shall be Seller's price in effect at the time of delivery.

**TERMS OF PAYMENT** - Unless otherwise expressly stated in writing, terms are cash payable as set forth in the quotation or order acknowledgement. Seller reserves the right at any time to require full or partial payment in advance, or to revoke any credit previously extended, if, in Seller's judgment, Buyer's financial condition does not warrant proceeding on the terms specified. Overdue payments shall be subject to finance charges computed at a periodic rate (to the extent permitted by law) as set forth in the quotation or order acknowledgement. Amounts owed by Buyer with respect to which there is no dispute shall be paid without set off for any amounts, which Buyer may claim, are owed by Seller and regardless of any other controversies, which may exist. All accounts are payable at Seller's office in Salem, NH, or a bank designated by Seller. Payment shall not be made to any agent except on written order from Seller. Payment is considered made when payment is received at Seller's Salem, New Hampshire, office or at a bank designated by Seller.

**DELIVERY** - Unless otherwise specified, all sales are F.C.A. Seller's premises in Salem, New Hampshire, and the time of delivery shall be the time when the product is ready for pickup at that location by Buyer or by a carrier for delivery to Buyer. Without in any way limiting the generality of paragraph 16, Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, embargoes, fires, floods, epidemics, lockouts, strikes and slowdowns, delays in delivery by Seller's suppliers, or acts of omissions of Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period equal to the duration of the delay, and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of 60 days, Seller may, at its option, by written notice to Buyer, cancel that and all future deliveries without further liability or obligation of any kind. Products on which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and for its account. Buyer shall be liable for all costs and expenses incurred by Seller in holding or storing products by Buyer or at Buyer's request. Seller reserves the right to charge interest and fees billed at the maximum rate allowable by law.

**SHIPMENT**- Unless specific instructions to the contrary are supplied by Buyer, methods and routes of shipment will be selected by Seller, but Seller will not assume any liability in connection with shipment nor constitute any carrier as its agent. Unless otherwise requested by Buyer, shipments will be sent collect and uninsured. All shipments that are insured at the request and expense of the Buyer are made at Buyer's risk, and Buyer shall be responsible for making all claims with carriers, insurers, warehousemen, and others for miss-delivery, non-delivery, loss, damage, or delay.

**PARTIAL SHIPMENTS** - Klein Marine reserves the right to make partial shipments unless otherwise specified in the Buyer's Contract. Each partial shipment of Products covered by a P.O. may be invoiced at the time of shipment in an amount proportionate to the total quoted price. Unless the purchasing party clearly advises the selling party to the contrary in writing, the selling party may make partial shipments on account of the purchasing party's Purchase Orders, which shipments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any partial installment shall not relieve the purchasing party of its obligation to accept the remaining installments.

**ABANDONMENT OF EQUIPMENT** - Klein Marine reserves the right to dispose of or take possession of any systems returned for evaluation / repair that has been at the Klein factory for more than (60) days without clear, written instructions from owner/buyer relative to the disposition of such equipment.

**TITLE AND RISK OF LOSS** - Subject to paragraph 7 and to Seller's right to stop delivery of products in transit, title to and risk of loss for products shall pass to Buyer upon the earlier of delivery to Buyer or to a carrier for shipment to Buyer.

**SECURITY INTEREST** - Seller reserves and Buyer grants to Seller a security interest in all products sold and all proceeds to secure the full payment and performance by Buyer of its liabilities and obligations to Seller. Buyer acknowledges that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as Seller may request in order to protect Seller's security interest.

**ACCEPTANCE, CANCELLATIONS, AND RETURNS** -Buyer's order is subject to acceptance by Seller at its office in Salem, New Hampshire. Orders which have been accepted may be cancelled only with Seller's prior written consent and upon terms that will fully indemnify Seller against loss. Products sold are not on consignment. Products are not, in any event, to be returned to Seller without Seller's prior written authorization. All orders are subject to a 25% cancellation and re-stocking fee.

**INSTALLATION** - Unless otherwise specified, Seller assumes no obligation to install any products sold or to place them in working order at Buyer's premises or elsewhere after delivery.

**SPECIFICATIONS** - All products are subject to Seller's standard tolerances for specifications. Seller reserves the right to make substitutions and modifications in the specifications of any product provided that such substitutions or modifications do not materially affect the performance of the products or the purposes for which they can be used. Electrical and acoustical noise, thermal layering, entrapped air, and other environmental conditions may seriously degrade the performance of equipment which is in satisfactory operating condition, and Buyer hereby acknowledges that the Seller is not in any way liable for the failure of equipment to perform where such failure is attributed to environmental and/or operating conditions. In addition, Seller is not liable for degradation in system performance where the buyer uses buyer-supplied components as part of the installed system including but not limited to computers, displays, tow-cable and tow-cable terminations, slip rings, winches, launch and recovery systems (LARS) and third-party accessories such as

**Klein Marine Systems, Inc.**  
**2024 Terms & Conditions of Sale**

magnetometers, and sub bottom profilers.

**PATENTS** - Seller assumes no obligation or liability of any kind with respect to infringement or alleged infringements of United States or foreign patents, copyrights, trademarks, or other proprietary rights arising out of Buyer's purchase, use, possession, sale, or delivery of any products sold hereunder. Buyer shall indemnify and hold Seller harmless from any and all claims, liabilities, damages, or expenses resulting from infringements or alleged infringements of United States or foreign patents, copyrights, trademarks, or other proprietary rights arising from compliance by Seller with any designs or specifications provided by Buyer. No sale of any product shall be construed as granting to Buyer any license or other right in or to any patent, copyright, trademark, or other proprietary right applicable to the product.

**ASSIGNMENT** - Buyer shall not delegate any duties nor assign any rights or claims under this document without Seller's prior written consent, and any such attempted delegation or assignment shall be void.

**COMPLIANCE WITH THE LAWS** - Buyer shall carry out the transactions contemplated by the sale and shall otherwise deal with the products sold in conformity with all applicable laws, rules, and regulations of all governmental authorities, including, without limitations, the Export Administration Act and Arms Export Control Act, and shall obtain all permits and licenses required in connection with the purchase, installation, sale, shipment, or use of any of the products.

**GOVERNING LAW** - The contract made hereunder shall be governed and interpreted, construed and enforced in accordance with the laws of the State of Texas excluding conflicts of law.

**ADDITIONAL OR INCONSISTENT TERMS** - No representations, agreements, statements, estimates or recommendations by any person, including any salesman, whether written or oral, not appearing hereon, other than the attached letter of quotation or acknowledgement, are or shall be part hereof or of any binding effect between Buyer and Seller, and all prior negotiation and correspondence concerning the purchase and merchandise herein are merged herein and superseded hereby. Terms and conditions set forth in any document provided by Buyer which differ from, conflict with, or are not included in the terms and conditions set forth in this document shall not become a part of any agreement between Seller and Buyer unless such terms and conditions are specifically accepted by Seller in writing.

**SALES/USE TAX EXEMPTION CERTIFICATE** - Unless provided with a signed Sales/Use Tax Exemption Certificate, applicable Sales Tax will be added to all incoming orders.

**LIMITED WARRANTY** Subject to the conditions set forth below, equipment sold by Seller is warranted against defects in materials and workmanship, and Seller will repair or exchange any parts proven to be malfunctioning under normal use for one year (12 months) from the date of Delivery as follows:

a. **SONAR and WATERSIDE SECURITY PRODUCTS** and other associated manufactured products, with the following exceptions:

i. All third party accessories, winches, magnetometers, Sonar Laptops or PCs, and peripherals/accessories and third party software packages related to the Sonar Product Line are limited to the warranty provided by original manufacturer.

ii. This warranty does not apply to tow cables. If applicable, the manufacturer's warranty will be forwarded with the equipment.

iii. All third party sensors, UPS's, PC's and 3<sup>rd</sup> party software related to the Waterside Security Product Line are limited to the product warranty provided by the original manufacturer.

b. **EQUIPMENT NOT MANUFACTURED BY SELLER** carries only its vendor's warranty, which is hereby incorporated by reference.

c. **SERVICE WORK BY SELLER** warrants that ALL service work performed by Seller's technical and engineering employees will be performed in a good and workmanlike manner, but its liability under this warranty is limited to the obligation to remedy at Seller's expense any such service work not performed satisfactorily, upon receipt of written notice within ninety (90) days of the date of performance of the work.

For authorized on-site service in which Seller is required to travel to the installed equipment, travel costs will be billed by Seller at our standard published rates. The Overtime premium labor portion of service of normal working hours is not covered by this Warranty. On-site warranty service is capped at (4) hours per failure. Travel costs other than auto mileage, tolls and two (2) hours travel time are specifically excluded on all products and services.

Travel costs which are excluded from coverage of this warranty include, but are not limited to: taxi, launch fees, aircraft rental, airfare, subsistence, customs, shipping, communication charges, etc.

During the warranty period, Seller will repair or, at its option, replace any equipment that proves to be defective. Such repair or replacement is Buyer's exclusive right and remedy, and our only obligation, with respect to any defective equipment.

**CONDITIONS OF WARRANTY**

a. Seller's warranty policy does not apply to equipment which has been subjected to accident, abuse, or misuse, shipping damage, alterations, incorrect and/or non-authorized service or equipment on which the serial number plate has been altered, mutilated or removed.

b. A suitable proof of purchase, such as, a paid commercial invoice, an installation certificate signed by Seller or an authorized agent must be made available to Seller or Seller's authorized servicing agent at the time of the Warranty Service.

c. The warranties stated herein are in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Seller. Seller neither assumes nor authorizes any other person to assume for it any other liability. The Buyer expressly waives any right, claim or cause of action that might otherwise arise out of the purchase and use of Seller's products or service.

**Klein Marine Systems, Inc.**  
**2024 Terms & Conditions of Sale**

- d. Warranty is not transferable and only applies to the original Buyer.
- e. Warranty does not cover equipment that has been repaired or modified other than by Seller, or equipment that has been subjected to misuse or to negligent or accidental mishandling.
- f. Except where Seller has performed the installation of specific equipment, Seller assumes no responsibility for damage incurred during installation of equipment or by damage caused by no fault of the Seller.
- g. This warranty does not cover routine system checkouts or alignment/calibration, unless required by replacement of part(s) in the area being aligned.
- h. Consumable items are specifically excluded from this Warranty.
- i. All costs associated with antenna array or pedestal replacement, other than the cost of the array or pedestal itself, are specifically excluded from this warranty. If applicable, Buyer shall be responsible for such costs.
- j. Buyer is responsible for the prepayment of all freight charges, insurance, customs, imposts, duties, etc., to return defective equipment to Seller and for Seller to return the repaired or replaced equipment to buyer.
- k. Equipment returned for warranty service must be packed to best commercial standards to prevent shipping damage. Equipment received that is not in the original packing and not properly secured may be subject to denial of warranty should damage occur during shipment.
- l. Warranty shall be void and Seller shall be released from all obligations under this warranty if the equipment is operated with components other than those sold or authorized by Seller.
- m. This warranty is strictly limited to the terms and indicated herein, and no other warranties or remedies shall be binding on Seller including, without limitation, any warranties of merchantability or fitness for a particular purpose.
- n. Repairs and replacements under warranty have the same warranty as the original product for the remaining balance of the warranty period for the original product existing prior to notice of the warranty claim.

Any failure to meet the foregoing conditions of warranty will automatically void this limited warranty. This warranty gives Buyer specific legal rights, and Buyer may also have other rights, which vary from State to State, Province to Province or Country to Country.

**DISPUTES** - Seller and Buyer agree that all disputes in any way relating to, arising under, connected with, or incident to this agreement, and over which the federal courts have subject matter jurisdiction, shall be litigated, if at all, exclusively in the United States District Court for the State of Delaware, and if necessary, the corresponding appellate courts. Seller and Buyer further agree that all disputes in any way relating to, arising under, connected with or incident to this contract, and over which the federal courts do not have subject matter jurisdiction, shall be litigated, if at all, exclusively in the Courts of the State of Delaware, and if necessary, the corresponding appellate courts. Seller and Buyer expressly submit themselves to the personal jurisdiction of the State of Delaware. Before resorting to litigation, Seller and Buyer agree to enter into negotiations to resolve the dispute. If Seller and Buyer are unable to resolve the dispute by good faith negotiation, either Seller or Buyer may refer the matter to litigation.

**LIMITATION OF LIABILITY** - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE UNDER ANY THEORY AT LAW, IN EQUITY OR OTHERWISE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (EVEN IF SELLER HAS BEEN ADVISED OF SAME) INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, THE

ENTIRE LIABILITY OF SELLER FOR ANY CLAIM, LOSS, OR DAMAGES UNDER ANY THEORY AT LAW, IN EQUITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO CONTRACT, TORT, (INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT, AND NEGLIGENCE), AND STRICT LIABILITY, ARISING OUT OF THIS AGREEMENT OR ANY INDEMNIFICATION OBLIGATION THEREOF, THE PERFORMANCE OR BREACH THEREOF, OR THE SUBJECT MATTER SHALL NOT IN ANY EVENT EXCEED THE SUM OF PAYMENTS ACTUALLY MADE BY BUYER TO SELLER PURSUANT TO THIS AGREEMENT, ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE.

**INDEMNITY** - Buyer shall defend, indemnify, and hold harmless Seller, its parents, subsidiaries and affiliates, and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of any use of the equipment by Buyer or its Customers.

**GENERAL** - The provisions of this agreement are severable and the invalidity, illegality or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of any other provisions. If any provision of this agreement is declared to be invalid, illegal, or unenforceable, Seller and Buyer agree that the court of competent jurisdiction should substitute a valid and enforceable provision that, to the maximum extent possible in accordance with all applicable law, preserves the legal and economic positions of both Seller and Buyer as intended in this agreement. Headings used in this agreement are for reference purposes only and shall not be deemed a part of this agreement. Buyer shall not assign or otherwise transfer, whether by contract, operation of law or otherwise, this Agreement or any of the rights or duties set forth herein without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion. A waiver of Seller of any default by Buyer or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these terms and conditions.



Okeanus Science & Technology  
255 Equity BLVD.  
Houma, LA 70360  
+1 (985) 346-4666 Main  
+1 (985) 346-8444 Fax  
info@Okeanus.com

November 11, 2025

To: Leonardo Romero  
Subject: Letter of Certification

To whom it may concern:

This letter certifies that the standard limited warranty provided by Okeanus Science & Technology, LLC for the winch identified below is transferable to a subsequent end user in the event the product is resold, subject to the original warranty terms and conditions.

Model: DT307-25-028010-EM

Quote: 241192 Rev D

Scope of Transferability

1. The warranty transfers with the product to the next end user and remains in effect for the unused balance of the original warranty term measured from the Warranty Start Date. The transfer does not extend or restart the warranty period.
2. All original warranty terms, limitations, and exclusions remain applicable, including requirements related to proper installation, operation, maintenance, and use with approved components and fluids.
3. This certification does not cover damage, wear, or failures arising from misuse, improper installation, unauthorized modifications, accident, neglect, normal wear items, or operation outside stated ratings.
4. Any remaining coverage is contingent upon the product being in good standing, including completion of any required maintenance.

This certification is intended to accompany the referenced product. Nothing in this letter alters or expands the original limited warranty.

Sincerely,

*Don Brockett*

Don Brockett  
Chief Operating Office  
Okeanus Science & Technology, LLC  
[dbrockett@okeanus.com](mailto:dbrockett@okeanus.com)



**Klein Marine Systems, Inc.**

65 Parker Street Suite 5  
 Newburyport, MA 01950  
 Phone - 603-893-6131  
 Email: KleinSales@Klein.com

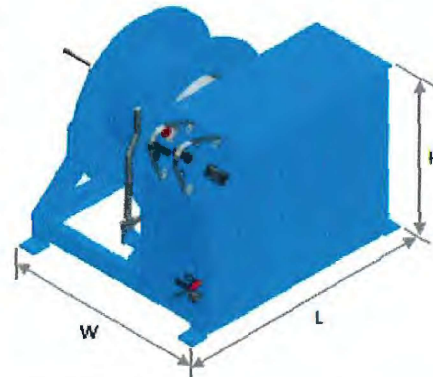
Sales Quote : 1220  
 Quote Date: 11/12/2025  
 Quote Expiration: 12/5/2025  
 Est. Lead-Time: Indicated below  
 Payment Terms: Upon receipt of merchandise  
 Ship Via: TBD  
 Shipping Terms: Specified below

Bill to:	Ship to:	Sales Representative:
Harbor Department City of LA PO Box 191 San Pedro, California 90733-0191 United States	Harbor Department City of LA PO Box 191 San Pedro, California 90733-0191 United States	<b>Name: Leonardo Romero</b> <b>Email: lromero@klein.com</b> <b>Telephone: 305 853 8803</b>

Item	Price	Qty.	Total
Winch Configuration <i>Config_Winch</i>	\$108,565.00	1	\$108,565.00

**Specification Summary**

<b>Overall Width</b>	36 in.
<b>Overall Length</b>	60 in.
<b>Overall Height</b>	48 in.
<b>Max Line Pull (bare drum)</b>	2,500 lb.
<b>Max Line Speed (bare drum)</b>	75 ft./min. (106ft/min full drum)
<b>Drum Core Diameter</b>	28 in.
<b>Drum Width</b>	10 in.
<b>Drum Flange Diameter</b>	42.5 in.
<b>Drum Capacity (per ABS)</b> <i>* Inquire for Synthetic Cable</i>	400 m of 0.680" OD cable
<b>Power Supply</b>	7.5 HP, 230 VAC, 50 <sup>+</sup> /60 Hz, 3-Ph
<b>Weight (no cable &amp; oil)</b>	650 lb. (approx.)



**Standard Features**

- **Construction:** Welded aluminum with stainless steel hardware. Surfaces are blasted and coated with two-coat zinc & epoxy paint system. Okeanus winches are designed in accordance with ABS standards.
- **Drive System:** Electric Brake motor driving a right angle gearbox with sprockets and chain coupled to the winch drum. As an added safety feature, the winch also includes a manual stainless steel friction band for maintenance/emergency operations.
- **Power Unit:** VFD and electrical system housed in weatherproof enclosure.
- **Control Station:** Local controls are mounted outside the winch panel and include a self-centering joystick for proportional variable speed control, and emergency stop.
- **Handling:** Winch includes load tested and certified lifting eyes.

Also included:

- Tethered Remote Control w/Connector ( 2 qty)
- Slip Ring Installation
- Spooling of 300m 0.68" Cable with 75m faired
- Shipping crate included
- Personnel Guards

Estimated Lead Time on Winch: 20 to 22 weeks  
 Ex-works Houston, Texas

Armored Cable, .68", BHD , 8p M, 300m w/75m Faired 14106168Faired-300M	\$41,227.50	1	\$41,227.50
Lead time: 20 to 22 weeks upon receiving PO			
SLIP RING FOCAL 14103390	\$10,988.41	1	\$10,988.41
Lead time: 4 weeks			
Deck Cable 10M (8P MIC,3000/4XXX RM) 14102902-10M	\$2,386.98	1	\$2,386.98
Lead time: 4 weeks			
TPU, RACKMOUNT 5000 14105911	\$24,592.44	1	\$24,592.44
Lead time: 8 weeks			
WORKSTATION, SONAR 18000000-06	\$7,450.23	1	\$7,450.23
Rack Mount Industrial PC - Rackmount featuring Long Production Cycle Motherboard with Intel C236 Chipset, Xeon E3-1200v5 1 x i5-6500 - 3.2GHz (up to 3.6GHz) Intel Quad Core - 6MB Cache, HD Graphics 530 (65W) (ERM) 1 x 4GB DDR4 2400MHz RAM 1 x 5.25" CD/DVD Burner 1 x 1.0TB SATA 6Gb/s 7200RPM 128MB 3.5" - EXOS 7E2 Series 1 x 2 x COM Port (Serial ports) RS232 Cable, 9-pin, w/ Standard-Height Bracket 1 x Optional Riser Card Not Selected - Riser Required when selecting optional plug-in board(s) 1 x 460W ATX12V 1U Switching Power Supply 1 x One-Year Depot Warranty 1 x Microsoft Windows 10 Professional, 64-Bit  Includes keyboard, 21.5" widescreen, mouse, and speaker bar Lead Time: 8 weeks			
ASSY,KIT,12U,19" RACKMOUNT SERVER CAB 14105383	\$1,800.00	1	\$1,800.00
Lead Time: 90 days			
Sheave and Cable Counter SheaveandCounter	\$17,900.00	1	\$17,900.00
Sheave and Cable Counter Solution which includes: - Hanging Block, 22" w/ Hall Effect Sensor to count payout & speed & 20' cable (qty 1) - RPC-80x Rugged Programmable Control Display, Safe Area, Multi-Variable Build, Panel Mount (qty 1) - SS Deck Enclosure for RPC-80x - w/ audible alarm, on/off switch, visor & AC power supply /Ethernet com. port (qty 1) - Signal Cable - 4 Cond +SHLD+Drain, 20 AWG, PUR Black Jacket W/ mating in-line connector (125ft) - Signal Cable - 4 Cond +SHLD+Drain, 20 AWG, PUR Black Jacket W/ DB9 connector (30ft) - Assembly for the cable/ connector			

Subtotal	\$214,910.56
Tax	\$0.00
Shipping	\$2,760.00
<b>Total</b>	<b>\$217,670.56</b>

Prepared By: Leonardo Romero  
Business Development Manager, Europe and LATAM

Shipping terms:

\* TPU, Deck cable, Workstation and Rack components, Ex-works Newburyport, MA

\*\*Winch with tow cable spooled and slip ring installed, Ex-works Houston, Texas

+All Quotations are Subject to Klein Marine Systems, Inc. Standard Terms and Conditions of Sale



## Klein Marine Systems, Inc. Terms & Conditions of Sale

The following terms and conditions constitute the entire agreement between Buyer and Klein Marine Systems, Inc. (herein called "Seller"). In the event of a discrepancy between these printed terms and conditions and a "Seller" letter of quotation, the letter provisions shall govern.

**PRICES** - All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. Written quotations expire automatically 60 days from the date issued, unless otherwise stated in the quotation, and are subject to change or termination by notice during that period. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements, or other terms and conditions, which are not part of the original price quotation. Prices are exclusive of all freight, customs, license or other fees applied to shipment, and are exclusive of all excise, sales, use, and other taxes imposed by any federal, state, municipal, or other governmental authority, all of which taxes shall be paid by Buyer. Buyer is responsible for obtaining and providing to Seller any certificate of exemption or similar documentation required to exempt any sale from sales, use, or similar tax liability. All prices shall be as specified by Seller or, if no price has been specified, shall be Seller's price in effect at the time of delivery.

**TERMS OF PAYMENT** - Unless otherwise expressly stated in writing, terms are cash payable as set forth in the quotation or order acknowledgement. Seller reserves the right at any time to require full or partial payment in advance, or to revoke any credit previously extended, if, in Seller's judgment, Buyer's financial condition does not warrant proceeding on the terms specified. Overdue payments shall be subject to finance charges computed at a periodic rate (to the extent permitted by law) as set forth in the quotation or order acknowledgement. Amounts owed by Buyer with respect to which there is no dispute shall be paid without set off for any amounts, which Buyer may claim, are owed by Seller and regardless of any other controversies, which may exist. All accounts are payable at Seller's office in Salem, NH, or a bank designated by Seller. Payment shall not be made to any agent except on written order from Seller. Payment is considered made when payment is received at Seller's Salem, New Hampshire, office or at a bank designated by Seller.

**DELIVERY** - Unless otherwise specified, all sales are F.C.A. Seller's premises in Salem, New Hampshire, and the time of delivery shall be the time when the product is ready for pickup at that location by Buyer or by a carrier for delivery to Buyer. Without in any way limiting the generality of paragraph 16, Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, embargoes, fires, floods, epidemics, lockouts, strikes and slowdowns, delays in delivery by Seller's suppliers, or acts of omissions of Buyer. In the event of delay due to any such cause, time for delivery shall be extended for a period equal to the duration of the delay, and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled delivery is delayed for a period in excess of 60 days, Seller may, at its option, by written notice to Buyer, cancel that and all future deliveries without further liability or obligation of any kind. Products on which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and for its account. Buyer shall be liable for all costs and expenses incurred by Seller in holding or storing products by Buyer or at Buyer's request. Seller reserves the right to charge interest and fees billed at the maximum rate allowable by law.

**SHIPMENT**- Unless specific instructions to the contrary are supplied by Buyer, methods and routes of shipment will be selected by Seller, but Seller will not assume any liability in connection with shipment nor constitute any carrier as its agent. Unless otherwise requested by Buyer, shipments will be sent collect and uninsured. All shipments that are insured at the request and expense of the Buyer are made at Buyer's risk, and Buyer shall be responsible for making all claims with carriers, insurers, warehousemen, and others for miss-delivery, non-delivery, loss, damage, or delay.

**PARTIAL SHIPMENTS** - Klein Marine reserves the right to make partial shipments unless otherwise specified in the Buyer's Contract. Each partial shipment of Products covered by a P.O. may be invoiced at the time of shipment in an amount proportionate to the total quoted price. Unless the purchasing party clearly advises the selling party to the contrary in writing, the selling party may make partial shipments on account of the purchasing party's Purchase Orders, which shipments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any partial installment shall not relieve the purchasing party of its obligation to accept the remaining installments.



## Klein Marine Systems, Inc. Terms & Conditions of Sale

**ABANDONMENT OF EQUIPMENT** – Klein Marine reserves the right to dispose of or take possession of any systems returned for evaluation / repair that has been at the Klein factory for more than (60) days without clear, written instructions from owner/buyer relative to the disposition of such equipment.

**TITLE AND RISK OF LOSS** - Subject to paragraph 7 and to Seller's right to stop delivery of products in transit, title to and risk of loss for products shall pass to Buyer upon the earlier of delivery to Buyer or to a carrier for shipment to Buyer.

**SECURITY INTEREST** - Seller reserves and Buyer grants to Seller a security interest in all products sold and all proceeds to secure the full payment and performance by Buyer of its liabilities and obligations to Seller. Buyer acknowledges that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as Seller may request in order to protect Seller's security interest.

**ACCEPTANCE, CANCELLATIONS, AND RETURNS** -Buyer's order is subject to acceptance by Seller at its office in Salem, New Hampshire. Orders which have been accepted may be cancelled only with Seller's prior written consent and upon terms that will fully indemnify Seller against loss. Products sold are not on consignment. Products are not, in any event, to be returned to Seller without Seller's prior written authorization. All orders are subject to a 25% cancellation and re-stocking fee.

**INSTALLATION** - Unless otherwise specified, Seller assumes no obligation to install any products sold or to place them in working order at Buyer's premises or elsewhere after delivery.

**SPECIFICATIONS** - All products are subject to Seller's standard tolerances for specifications. Seller reserves the right to make substitutions and modifications in the specifications of any product provided that such substitutions or modifications do not materially affect the performance of the products or the purposes for which they can be used. Electrical and acoustical noise, thermal layering, entrapped air, and other environmental conditions may seriously degrade the performance of equipment which is in satisfactory operating condition, and Buyer hereby acknowledges that the Seller is not in any way liable for the failure of equipment to perform where such failure is attributed to environmental and/or operating conditions. In addition, Seller is not liable for degradation in system performance where the buyer uses buyer-supplied components as part of the installed system including but not limited to computers, displays, tow-cable and tow-cable terminations, slip rings, winches, launch and recovery systems (LARS) and third-party accessories such as magnetometers, and sub bottom profilers.

**PATENTS** - Seller assumes no obligation or liability of any kind with respect to infringement or alleged infringements of United States or foreign patents, copyrights, trademarks, or other proprietary rights arising out of Buyer's purchase, use, possession, sale, or delivery of any products sold hereunder. Buyer shall indemnify and hold Seller harmless from any and all claims, liabilities, damages, or expenses resulting from infringements or alleged infringements of United States or foreign patents, copyrights, trademarks, or other proprietary rights arising from compliance by Seller with any designs or specifications provided by Buyer. No sale of any product shall be construed as granting to Buyer any license or other right in or to any patent, copyright, trademark, or other proprietary right applicable to the product.

**ASSIGNMENT** - Buyer shall not delegate any duties nor assign any rights or claims under this document without Seller's prior written consent, and any such attempted delegation or assignment shall be void.

**COMPLIANCE WITH THE LAWS** - Buyer shall carry out the transactions contemplated by the sale and shall otherwise deal with the products sold in conformity with all applicable laws, rules, and regulations of all governmental authorities, including, without limitations, the Export Administration Act and Arms Export Control Act, and shall obtain all permits and licenses required in connection with the purchase, installation, sale, shipment, or use of any of the products.

**GOVERNING LAW** - The contract made hereunder shall be governed and interpreted, construed and enforced in accordance with the laws of the State of Texas excluding conflicts of law.

**ADDITIONAL OR INCONSISTENT TERMS** - No representations, agreements, statements, estimates or recommendations by any person, including any salesman, whether written or oral, not appearing hereon, other than the attached letter of quotation or acknowledgement, are or shall be part hereof or of any binding effect between Buyer and Seller, and all prior negotiation and correspondence concerning the purchase and merchandise herein are merged herein and superseded hereby. Terms and conditions set forth in any document provided by Buyer which differ from, conflict with, or are not included in the terms and conditions set forth in this document shall not become a part of any agreement between Seller and Buyer unless such terms and conditions are specifically accepted by Seller in writing.



## Klein Marine Systems, Inc. Terms & Conditions of Sale

**SALES/USE TAX EXEMPTION CERTIFICATE** - Unless provided with a signed Sales/Use Tax Exemption Certificate, applicable Sales Tax will be added to all incoming orders.

**LIMITED WARRANTY** Subject to the conditions set forth below, equipment sold by Seller is warranted against defects in materials and workmanship, and Seller will repair or exchange any parts proven to be malfunctioning under normal use for one year (12 months) from the date of Delivery as follows:

a. **SONAR and WATERSIDE SECURITY PRODUCTS** and other associated manufactured products, with the following exceptions:

- i. All third party accessories, winches, magnetometers, Sonar Laptops or PCs, and peripherals/accessories and third party software packages related to the Sonar Product Line are limited to the warranty provided by original manufacturer.
- ii. This warranty does not apply to tow cables. If applicable, the manufacturer's warranty will be forwarded with the equipment.
- iii. All third party sensors, UPS's, PC's and 3rd party software related to the Waterside Security Product Line are limited to the product warranty provided by the original manufacturer.

b. **EQUIPMENT NOT MANUFACTURED BY SELLER** carries only its vendor's warranty, which is hereby incorporated by reference.

c. **SERVICE WORK BY SELLER** warrants that ALL service work performed by Seller's technical and engineering employees will be performed in a good and workmanlike manner, but its liability under this warranty is limited to the obligation to remedy at Seller's expense any such service work not performed satisfactorily, upon receipt of written notice within ninety (90) days of the date of performance of the work.

For authorized on-site service in which Seller is required to travel to the installed equipment, travel costs will be billed by Seller at our standard published rates. The Overtime premium labor portion of service of normal working hours is not covered by this Warranty. On-site warranty service is capped at (4) hours per failure. Travel costs other than auto mileage, tolls and two (2) hours travel time are specifically excluded on all products and services.

Travel costs which are excluded from coverage of this warranty include, but are not limited to: taxi, launch fees, aircraft rental, airfare, subsistence, customs, shipping, communication charges, etc.

During the warranty period, Seller will repair or, at its option, replace any equipment that proves to be defective. Such repair or replacement is Buyer's exclusive right and remedy, and our only obligation, with respect to any defective equipment.

### CONDITIONS OF WARRANTY

- a. Seller's warranty policy does not apply to equipment which has been subjected to accident, abuse, or misuse, shipping damage, alterations, incorrect and/or non-authorized service or equipment on which the serial number plate has been altered, mutilated or removed.
- b. A suitable proof of purchase, such as, a paid commercial invoice, an installation certificate signed by Seller or an authorized agent must be made available to Seller or Seller's authorized servicing agent at the time of the Warranty Service.
- c. The warranties stated herein are in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Seller. Seller neither assumes nor authorizes any other person to assume for it any other liability. The Buyer expressly waives any right, claim or cause of action that might otherwise arise out of the purchase and use of Seller's products or service.
- d. Warranty is not transferable and only applies to the original Buyer.
- e. Warranty does not cover equipment that has been repaired or modified other than by Seller, or equipment that has been subjected to misuse or to negligent or accidental mishandling.
- f. Except where Seller has performed the installation of specific equipment, Seller assumes no responsibility for damage incurred during installation of equipment or by damage caused by no fault of the Seller.
- g. This warranty does not cover routine system checkouts or alignment/calibration, unless required by replacement of part(s) in the area being aligned.
- h. Consumable items are specifically excluded from this Warranty.
- i. All costs associated with antenna array or pedestal replacement, other than the cost of the array or pedestal itself, are specifically excluded from this warranty. If applicable, Buyer shall be responsible for such costs.
- j. Buyer is responsible for the prepayment of all freight charges, insurance, customs, imposts, duties, etc., to return defective equipment to Seller and for Seller to return the repaired or replaced equipment to buyer.



## Klein Marine Systems, Inc. Terms & Conditions of Sale

k. Equipment returned for warranty service must be packed to best commercial standards to prevent shipping damage. Equipment received that is not in the original packing and not properly secured may be subject to denial of warranty should damage occur during shipment.

l. Warranty shall be void and Seller shall be released from all obligations under this warranty if the equipment is operated with components other than those sold or authorized by Seller.

m. This warranty is strictly limited to the terms and indicated herein, and no other warranties or remedies shall be binding on Seller including, without limitation, any warranties of merchantability or fitness for a particular purpose.

n. Repairs and replacements under warranty have the same warranty as the original product for the remaining balance of the warranty period for the original product existing prior to notice of the warranty claim.

Any failure to meet the foregoing conditions of warranty will automatically void this limited warranty. This warranty gives Buyer specific legal rights, and Buyer may also have other rights, which vary from State to State, Province to Province or Country to Country.

**DISPUTES** - Seller and Buyer agree that all disputes in any way relating to, arising under, connected with, or incident to this agreement, and over which the federal courts have subject matter jurisdiction, shall be litigated, if at all, exclusively in the United States District Court for the State of Delaware, and if necessary, the corresponding appellate courts. Seller and Buyer further agree that all disputes in any way relating to, arising under, connected with or incident to this contract, and over which the federal courts do not have subject matter jurisdiction, shall be litigated, if at all, exclusively in the Courts of the State of Delaware, and if necessary, the corresponding appellate courts. Seller and Buyers expressly submit themselves to the personal jurisdiction of the State of Delaware. Before resorting to litigation, Seller and Buyer agree to enter into negotiations to resolve the dispute. If Seller and Buyer are unable to resolve the dispute by good faith negotiation, either Seller or Buyer may refer the matter to litigation.

**LIMITATION OF LIABILITY** - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE UNDER ANY THEORY AT LAW, IN EQUITY OR OTHERWISE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (EVEN IF SELLER HAS BEEN ADVISED OF SAME) INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, THE

ENTIRE LIABILITY OF SELLER FOR ANY CLAIM, LOSS, OR DAMAGES UNDER ANY THEORY AT LAW, IN EQUITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO CONTRACT, TORT, (INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT, AND NEGLIGENCE), AND STRICT LIABILITY, ARISING OUT OF THIS AGREEMENT OR ANY INDEMNIFICATION OBLIGATION THEREOF, THE PERFORMANCE OR BREACH THEREOF, OR THE SUBJECT MATTER SHALL NOT IN ANY EVENT EXCEED THE SUM OF PAYMENTS ACTUALLY MADE BY BUYER TO SELLER PURSUANT TO THIS AGREEMENT, ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE.

**INDEMNITY** - Buyer shall defend, indemnify, and hold harmless Seller, its parents, subsidiaries and affiliates, and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of any use of the equipment by Buyer or its Customers.

**GENERAL** - The provisions of this agreement are severable and the invalidity, illegality or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of any other provisions. If any provision of this agreement is declared to be invalid, illegal, or unenforceable, Seller and Buyer agree that the court of competent jurisdiction should substitute a valid and enforceable provision that, to the maximum extent possible in accordance with all applicable law, preserves the legal and economic positions of both Seller and Buyer as intended in this agreement. Headings used in this agreement are for reference purposes only and shall not be deemed a part of this agreement. Buyer shall not assign or otherwise transfer, whether by contract, operation of law or otherwise, this Agreement or any of the rights or duties set forth herein without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion. A waiver of Seller of any default by Buyer or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these terms and conditions.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>RC Briggs Insurance Agency</b> 103 Main Street Amesbury, MA 01913 License #: 3377756	CONTACT NAME: <b>Brendan Rogers</b>	
	PHONE (A/C, No, Ext): <b>(978)388-0019</b>	FAX (A/C, No): <b>(978)388-3101</b>
	E-MAIL ADDRESS: <b>brendan@rcbriggsins.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>Klein Marine Systems, Inc.</b> 65 Parker St Newburyport, MA 01950-4605	INSURER A: <b>Chubb</b>	
	INSURER B: <b>Concord General Mutual Ins Co</b>	<b>20680</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 00027183-68278

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		D02072233	11/28/2025	11/28/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		20070497	11/05/2025	11/05/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		5671-95-40	11/28/2025	11/28/2026	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	(24)7184-00-19	11/28/2025	11/28/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for each policy is primary and non-contributory. The City of Los Angeles Harbor Department, its officers, agents, and employees are primary additional insureds.

## CERTIFICATE HOLDER

## CANCELLATION

City of Los Angeles Harbor Department  
Attention: Risk Manager and the  
City Attorney's Office  
425 S. Palo Verdes Street  
San Pedro, CA 90731

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(BMR)

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November 11th, 2025

To: Leonardo Romero, Klein Marine Systems

Subject: Rugged Controls Warranty & Product Letter of Certification

This letter certifies that the standard limited warranty provided by Rugged Controls is transferable to a subsequent end user in the event Rugged Controls' products are resold by Klein Marine Systems, per the following conditions:

1. The warranty transfers to the next end user and remains in effect for the remaining balance of the original warranty only, measured from the warranty start date. The transfer does not extend or restart the warranty period.
2. All original product terms, limitations, and exclusions remain applicable, including requirements relating to proper installation, operation, maintenance, and use.
3. This letter of certification does not cover damage, wear, or failures resulting from misuse, improper installation, unauthorized modifications, accident, neglect, wear, failure to perform required maintenance, or operation outside stated ratings.

This letter of certification applies to any product from Rugged Controls. This letter of certification does not alter or expand upon the original limited product warranty.

Original product warranty: <https://rugged-controls.com/warranty/>

Best regards,

Tomas Rezanka  
President, Rugged Controls  
[tomr@rugged-controls.com](mailto:tomr@rugged-controls.com)

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**Klein Marine Systems, Inc.**

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  
 Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate  
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) \_\_\_\_\_  
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
 Other (see instructions) \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the United States.)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions \_\_\_\_\_

**5** Address (number, street, and apt. or suite no.). See instructions.  
**65 Parker St. Suite 5**

**6** City, state, and ZIP code  
**Newburyport, MA 01950**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

or

**Employer identification number**

0	2	-	0	2	7	7	5	1	5
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person *Mysiam Ropiak*    Date *4-15-2025*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1085).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025

# Nonresident Withholding Allocation Worksheet

587

The payee completes this form and returns it to the withholding agent. The withholding agent keeps this form with their records.

### Part I Withholding Agent Information

Withholding agent's name

Port of Los Angeles Contracts and Purchasing Division

Address (apt./ste., room, PO box, or PMB no.)

500 Pier "A" Street

City (if you have a foreign address, see instructions.)

Wilmington

State ZIP code

CA 90744

### Part II Nonresident Payee Information

Payee's name

KLEIN MARINE SYSTEMS, INC.

Address (apt./ste., room, PO box, or PMB no.)

65 PARKER STREET SUITE 5

City (if you have a foreign address, see instructions.)

NEWBURYPORT

State ZIP code

MA 01950

Nonresident payee's entity type: (Check one)

Individual/sole proprietor

Corporation

Partnership

Limited liability company (LLC)

Estate or trust

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

### Part III Payment Type

Nonresident payee: (Check one)

Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)

Provides goods and services in California (see Part IV, Income Allocation)

Provides services within and outside California (see Part IV, Income Allocation)

Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

Other (Describe)

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

### Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding.			
Add column (a), line 1 through line 5			
Nonresident withholding threshold amount:	\$1,500.00		
Backup withholding threshold amount:	\$0.00		

### Certification of Nonresident Payee

Our privacy notice can be found in annual tax booklets or online. Go to [ftb.ca.gov/privacy](http://ftb.ca.gov/privacy) to learn about our privacy policy statement, or go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Sign Here

Print or type payee's name

KLEIN MARINE SYSTEMS, INC.

Payee's signature

X

*[Handwritten Signature]* vice president & general mgr

Telephone

(603) 893-6131

Date

11/12/2025

Print or type representative's name and title

MYRIAM TAMBASCO - CONTROLLER

Authorized representative's signature

X

*[Handwritten Signature]* Myriam Tambasco

Telephone

(603) 893-6131

Date

11/12/2025