

TO: HARBOR DEPARTMENT PURCHASING OFFICE
 BY MAIL: P. O. Box 786, Wilmington, CA 90748
 DELIVERY: 500 Pier "A" Street, Berth 161
 Wilmington, CA 90744

BID NO. F-739 Page 1
 Show this number on envelope

Contract No. (39582)

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 and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

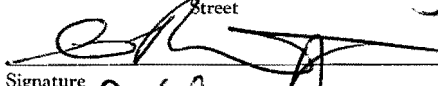
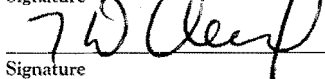
The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: PORT ORCHARD, Washington ON THE 14th DAY OF MARCH, 2011
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name SAFE Boats International
 Phone 360 674 7161 Fax 360 674 7149
 Address 8800 Barney White Rd, PORT ORCHARD, Washington 98367
Street City State Zip
 Signature  Printed Name Scott Peterson, Printed Title Chief Executive Officer
 Signature  Printed Name Doug Clement, Printed Title Assistant


(AFFIX CORPORATE SEAL HERE)

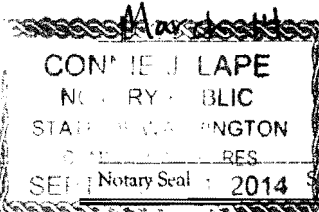
- a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) One signature by corporate designated individual together with properly attested resolution of Board of Directors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

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

County of Kitsap
 State of WA S.S.
 Subscribed and sworn this date

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.

Approved as to Form
May 10, 2011
 City Attorney
 BY  Deputy KANN

 Connie J. Lape
 Notary Seal: 2014 Signature

By _____ Executive Director Harbor Department
 _____ Date

TM

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-739

<p style="text-align: center;">SUBMIT BID TO :</p> <p>By Hand: Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p>By Mail: Los Angeles Harbor Department Purchasing Office P. O. Box 786 Wilmington, CA 90748</p>	<p>BID DUE BEFORE 2:00 P.M. March 16, 2011</p>
<p>Buyer: Leticia Caldera, Procurement Analyst (310) 732-3890</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.
AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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25-FOOT FULL CABIN SAFE BOAT DEFENDER 25-86

PRICES QUOTED ARE IN ACCORDANCE WITH GSA CONTRACT NO. GS-07F-0038H, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE, DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

PRICE TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.

- | | | | | |
|----|---|---|------|---|
| 1. | 2 | EA
25-FOOT FULL CABIN SAFE BOAT DEFENDER 25-86, P/N 260-01 425
• 25' Boat, 71 in. Inside Beam, 8'6" Beam, 10 Person Capacity, 550HP, Approx. 5800lbs without Power, Wrap Around Aft Rails, Bow Rails, Heavy Duty Motor Cage/Tow Line Guide | Each | \$ <u>144,854⁶⁵</u> \$ <u>289,708⁹⁴</u> |
| 2. | 2 | EA
FORWARD SEATS TO SHOCK MITIGATING, P/N 260-01 SMSU-F – at Helm and Navigator Positions | Each | \$ <u>10296³⁵</u> \$ <u>20,592⁷⁰</u> |
| 3. | 2 | EA
UPGRADE 55 WATT HALOGEN to DR LED 600+ LUMENS LED FLOOD LIGHTS, P/N 260-01 FLDRLED | Each | \$ <u>567⁶⁷</u> \$ <u>1014.¹⁴</u> |
| 4. | 2 | EA
SAFE XDR-2 COLLAR SYSTEM UPGRADE, P/N 260-01 25XDR2 | Each | \$ <u>720¹⁰</u> \$ <u>1440²⁰</u> |

REQ. NO.: Z-11105 NOTIFY: P. Santos PAGE 2	STATE TIME OF DELIVERY: <u>180</u> DAYS AFTER RECEIPT OF ORDER TERMS * % DISCOUNT FOR PAYMENT WITHIN * DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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** See attached "GSA & Commercial Customer - Terms & Conditions"*

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5. 2 EA Each \$ 1075⁴⁶ \$ 2150⁹²
BOW COVER 1 PIECE, 86" WIDE, PADDED BOW COVER for 8'6" WIDE HULLS,
17' THROUGH 25', P/N 260-01 BC1
6. 2 EA Each \$ 622⁵⁹ \$ 1245¹⁸
GATOR GRIP NO SLIP CABIN MATTING, 1/4 IN., BLACK, INSTALLED, P/N 260-01
GG1/4
7. 2 EA Each \$ 1085³² \$ 2170⁶⁴
TOW SPOOL W/300 LINE, HAND BREAK & COVER, WILL STORE 300' OF LINE,
HARDWARE AND INSTALLATION, P/N 260-01 TOW300
8. 2 EA Each \$ 1676⁶¹ \$ 3353²²
110VAC SHORE POWER KIT - 3/4 BATTERY SYSTEM, P/N 260-01 SPK-3/4 - Includes
Shore Inlet, Blue Sea 360 A/C Panel With Volt Meter, Gfci Outlet with Cover, Isolation
Transformer, Two Dual Bank Battery Chargers and 30a 125v 25' Shore Power Cord,
9. 2 EA Each \$ 1346⁷² \$ 2693⁴⁴
ACR RCL-100D SEARCH LIGHT with REMOTE POINT PAD, P/N 260-01 SLRCL-100
10. 2 EA Each \$ 1304⁷² \$ 2609⁴⁴
FURUNO FA30 AIS BLACK BOX RECEIVER (RX ONLY), P/N 260-01 AISFA30
11. 2 EA Each \$ 774³⁴ \$ 1548⁶⁸
FURUNO FM3000 VHF with SHAKESPEARE ANTENNA, P/N 260-01 CPFFM300
12. 2 EA Each \$ 19115⁵¹ \$ 38231⁰²
FLIR M-626L 640 x 480 THERMAL IMAGING, P/N 260-01 FLIRM6, with 26 x 20 Degree
Field of View, Low Light Imager, 2x and 4x Zoom, 360 Continuous Pan, 90 Degree Tilt,
includes Installation and Cables
13. 2 EA Each \$ 1053⁵⁷ \$ 2107⁷⁴
FURUNO LH3000 30W LOUD HAILER with SPEAKER, P/N 260-01 HPFLH300, includes
Flush Mount Kit
14. 2 EA Each \$ 782¹⁴ \$ 1564²⁸
FURUNO DFF1 DIGITAL NETWORK SOUNDER 600/1000WATT OUTPUT 50/200KHZ,
P/N 260-01 DFF1, includes Hardware and Installation

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15. 2 EA Each \$ 149⁶¹ \$ 299²²
FURUNO 520-PLD PLASTIC THRU-HULL TRANSDUCER, LOW PROFILE 600W
(10-PIN), P/N 260-01 520-PLD
16. 2 EA Each \$ 798²³ \$ 1596⁴⁶
FURUNO PG500R RATE COMPENSATED HEADING SENSOR, P/N 260-01 PG500R,
Hardware and Installation
17. 2 EA Each \$ 3936⁴¹ \$ 7872⁸²
FURUNO NAVNET 3D 12.1 in COLOR MULTI-FUNCTION DISPLAY, P/N 260-01 MFD12
18. 2 EA Each \$ 569¹⁴ \$ 1138²⁸
FURUNO RD33 4.3IN COLOR LCD NAV DATA ORGANIZER, NMEA2000 & NMEA0183
COMPATIBLE, P/N RD33
19. 2 EA Each \$ 2244²⁰ \$ 4488⁴⁰
FURUNO DRS4D 24IN UHD RADOME, 4KW, 36NM, P/N 260-01 DRS4D
20. 2 EA Each \$ 414⁸⁶ \$ 829⁷²
FURUNO GP330B GPS ANTENNA with SENSOR, P/N 260-01 GP330B
21. 2 EA Each \$ 629¹⁴ \$ 1258²⁸
FURUNO GP33 DGPS/WAAS DISPLAY with GPA017 ANTENNA, P/N GP33
22. 2 EA Each \$ 48⁷⁰ \$ 96⁴⁰
ETHERNET SWITCH, 5-PORT, MODEL SD205, 10/100MBPS, 12VDC, P/N 260-01 EH5
23. 2 EA Each \$ 4338⁴² \$ 8676⁸⁴
WEBASTO 3500 DIESEL HEATER with 5 GAL TANK FOR 10' WIDE HULLS,
PN 2601-01 DH5
24. 2 EA Each \$ 1653⁷² \$ 3307⁵⁴
WHELEN MINI EDGE ULTRA FREEDOM LED LIGHTBARS, BLUE, P/N LELBWBB
25. 2 EA Each \$ 29030⁴⁶ \$ 58060⁹⁶
HONDA OUTBOARDS, TWIN 225HP 30" SHAFT 4 STROKE EFI MOTORS, P/N 260-09
MH225-30D

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26.	2	EA	Each \$ <u>9213¹⁷</u>	\$ <u>18,426³⁴</u>
HONDA TWIN ENGINE RIGGING-DIGITAL GAUGES, P/N 260-09 ERH2				
27.	2	EA	Each \$ <u>370³⁶</u>	\$ <u>740⁷²</u>
TWIN SBI UNIVERSAL GUN LOCKS AFT CABIN, P/N 260-01 GLAC				
28.	2	EA	Each \$ <u>1600^{oc}</u>	\$ <u>3200[—]</u>
FACTORY ACCEPTANCE TRIALS FOR FIRST BOAT OFF PRODUCTION: TWO PERSON, 2 DAYS, AIRFARE, HOTEL				
29.	2	EA	Each \$ <u>515¹⁴</u>	\$ <u>1030²⁸</u>
ANCHOR KIT 17-25 HULLS, P/N 260-01 AK17-25, includes Fortress Fx7 4lb Anchor, 3/8" S/S Shackle, 9ft S/S Anchor Chain, 3/8" S/S Jaw-to-Jaw Swivel, 5/8" 3 Strand with S/S Thimble				
30.	2	EA	Each \$ <u>269⁵⁵</u>	\$ <u>539¹⁰</u>
DOCKING KIT FOR 17-38 HULLS 30' x 5/8 DBN DOCK LINES with EYE SPLICE AT ONE END (BLACK), 5.5" x 20" 2-EYED RIBBED BLACK FENDERS, and FOUR 3/8" X 9' FENDER WHIPS, P/N DK17-38				
31.	2	EA	Each \$ <u>9635²⁹</u>	\$ <u>19,270⁵⁸</u>
TRAILER, 11500 ALUM. 25-27 WA/FC 2510 TT/CC - TRAILER, P/N 260-01 TRL4A				
32.	1	LOT	Lot \$ <u>1406⁴⁴</u>	
SHIPPING PREP / SHRINK WRAP, P/N SHIPPING 2				

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, 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 Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDUMS. From time to time the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los

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Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) 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.

SUPPLIER CONTACT INFORMATION:

Contact Person: Steve Ingle
Title: West Coast National Account Manager
Telephone No.: 360 - 674 - 7161
Fax No.: 360 - 674 7149
E-Mail Address: single@safeboats.com
24 Hour Contact No.: 360 - 865 - 2400

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

AUTHORIZED DISTRIBUTOR/DEALER: Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: _____ No: _____ N/A SAFE Boats International
IS the manufacturer

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 parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

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ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: 90 days = June 14, 2011.

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

DEALER SERVICE. All equipment furnished shall be completely serviced locally by the vendor prior to delivery. It shall be ready for operation when delivered. Any further servicing by the vendor will not be required except in connection with repairs or adjustments covered by the Manufacturer's or Dealer's warranty.

LICENSES. The vendor shall make the necessary applications and complete all transfer papers, including applying for exempt license. He\She shall furnish the Director of Port Construction and Maintenance, or his/her designated representative, evidence of having applied for license at time vehicle is delivered. The registered owner shall be shown exactly as outlined below on all forms where the registered owner is listed, (using abbreviations exactly as shown):

HARBOR DEPARTMENT
CITY OF LOS ANGELES
500 Pier A St.
Wilmington, CA 90744-6433

VEHICLE CODE. All vehicles shall conform to the California Vehicle Code and all other governing requirements.

MAKE AND MODEL.

~~Make and Model quoted: _____~~

~~GVWR: _____ # Engine: _____~~

N/A - Boat

TIRE FEES. Tire fees shall be included in the unit price.

GVWR. All vehicles shall meet the Federal GVWR rating and all components shall have corresponding GVWR ratings. Any vehicle that requires a larger wheel and tire size on the rear axle shall have an equal size wheel and tire on the front axles, unless otherwise specified.

NOTIFICATION. The vendor shall notify the Harbor Department at (310) 732-3550 not less than five (5) days in advance that the vehicle is ready for the following inspections: (1) Pre-delivery inspection of completed vehicle, (2) Final inspection at point of delivery.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Port Police – Fiscal Operations, 300 E. Water Street, Wilmington, CA 90744.

DELIVERY. Delivery is requested as soon as possible after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

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

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

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: N/A

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

REMIT TO: NAME: SAFE Boats International
ADDRESS: 8800 Barney White Road
PORT ORCHARD, Washington 98367

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

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

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

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.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE): It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and

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participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 626-9271, 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.

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.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

N/A



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CITY OF LOS ANGELES
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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 Purchasing Division, 500 Pier "A" Street, P. O. Box 786, Wilmington, CA 90748. 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.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders 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. Bidder 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 bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders 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. **PAYMENTS.** Payment terms are NET 30 days unless bidder 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.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **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.
12. **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.
13. **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.
14. **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.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **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.

THE END

No. 285 Rev. 4/07-116



SAFE Boats International
 8800 SW Barney White Rd
 Port Orchard, WA 98367
 t: (360) 674-7161 f: (360) 674-7149

QUOTE

Number SICEQ1078
 Date Dec 13, 2010
 Expiration Date Mar 14, 2011
 Salesperson Steve Ingle

Sold To	
Los Angeles Port Police John Oceau 425 South Palos Verdes Street	
San Pedro, CA 90731	
Phone	310-221-4753
Fax	

Ship To	
Phone	
Fax	

Line	GSA	Code	Description	Qty	Ext. Price
1	260-01	425	25 Full Cabin SAFE Boat-Defender 25-86 -Length: 25' + O/Bs + motor cage - Inside length: 24' - Transom height/Shaft Length: 30" -Beam: 8\6" feet - Inside Beam: 71 inches -Person capacity: 10 -Max HP: 550 (Will depend on engine weight) -Dry weight: approximately 5,800 lbs. without power. Collar System -SAFE XDR-1 Extreme Duty Reinforced Collar System. Patented solid polyethylene (closed cell foam) collar encapsulated by a marinized polyurethane membrane with extreme rip-stop reinforcement. -Standard colors include: Red, White, Blue, Grey, Orange, Purple, Black & Green. -Epoxy barrier coat on side plates behind collars. -Includes standard identification collar lettering. Hull & Deck -5086 bottom plate with SAFE Boats exclusive stringer system with angled transverse framing. -Low profile dimmable LED deck/walkway lights. Inside & outside lights independently operated -Doubled keel beaching plate. -Self bailing decks with twin deck scuppers. -Non-skid decks with 3M Safety Walk. All non skid edges are sealed with 3M Edge Seal. -Performance shoe in bottom plate. Six full length, fully welded performance strakes. -Sacrificial zinc anode. -Performance wings below collars. -Dual aft lockers with fabricated lids. (vented) -Port & starboard aft lockers have independent sub-floors for mounting remote engine items. -Anchor locker with fabricated lid, anchor tie downs and drain. -All outside lockers have fabricated aluminum access doors. -All lockers vents are designed to reduce water intrusion. -Six (6) 10-inch cast aluminum weld on cleats. -Non-skid gunwale flanges. -Wrap around aft rails. -Bow rails. -Fore & aft tow posts with SS cross pins. -Heavy duty motor cage/tow line guide. -Fabricated aluminum life ring mount. -Dual SS bow eyes. -SS bow and transom lifting eyes.	2	\$289,708.94

Product improvements and changes in items/features may be made from time to time. See attachments for terms and conditions.

Line	GSA	Code	Description	Qty	Ext. Price
			<ul style="list-style-type: none"> -Oversized rig tubes below deck to accommodate electrical and mechanical rigging. -Flared high volume scupper valves keep aft deck dry while backing down. -Personnel recovery side plate and collar cutouts. Facilitates PIW recovery. Fuel System -Fuel fill pod with SS fill and vent. -100-gallon fuel tank with a formed bottom. (1/4" - 5086) No bottom seams. Longitudinal and transverse baffles. -Fuel tank has full size isolation and vibration dampening plates on tank ends to isolate tank from mounting brackets. -Dual fuel tank pickups. Cabin, Dash, and V-berth -Full width cabin with forward V-berth. (insulated & carpeted) -Forward cockpit with cuddy access door, bow storage locker, and self bailing deck. -Bow cabin hatch. -Aluminum weather tight full access cabin side slider doors. (Port & Starboard) -Sliding side aft windows (Port & Stbd.) for aft passengers air circulation. -Weather tight hinged aluminum aft door. -Overhead spotter windows. (tinted) -All windows are bolt in safety glass. -OHIP - Overhead fold-down electronics bar. -Three red/white dome lights (two in cabin, one in V-berth). -12-volt rechargeable flashlight mounted inside starboard helm. -Two shock mitigating seats mounted on storage boxes with foot rests. (see options if more are needed) -Port & starboard aft jump seat/storage boxes. -Aft cabin storage lockers, port and starboard, with gasketed exterior access door. See below for optional slide-out service tray for use with installed auxiliary equipment. -Full aluminum handrail system inside and out. -Swing down radar pod/antenna/spot light mount. -Exterior storage locker suitable for pump can or genset. Rigging & Electrical -Accessory 12-volt power receptacles. -Fabricated tie bars to secure all wiring. -Single marine grade Optima blue top battery with switches and battery box. Battery tie-downs fabricated to the deck. -All electrical connections are sealed in marine grade shrink tube. -Blue Sea 360 marine grade breaker system, battery switches, back lighting, and custom labels. -LED Running lights. -Port, starboard and aft flood/deck lights. -Upgraded self-parking intermittent windshield wiper with washer system. -Transom rig tubes. -Twin overhead air circulation fans. -Two (2) fire extinguishers and mounts. -Compass with backlighting. Miscellaneous -Perform sea trial and document mechanical and performance data. (fuel, labor, oil included) 		
2	260-01	SMSU-F	Upgrade Foward Seats to Shock Mitigating Upgrade to Shock Mitigating Seats Mounted on Storage Boxes at Helm and Navigator Positions. Seats Includes Seat Belts, Chart Pockets, Fore/Aft Height Adjustment, and Toe Guards. Pistol Grips Included on Navigator Seat ONLY. Necessary Hardware and Installation Included.	2	\$20,592.70
3	260-01	FLDRLED	Upgrade to Dr LED 600+ Lumens LED Flood Lights. Upgrade From Standard SBI 55watt Halogen Flood Lights to Dr LED "Kevin" 8001344 600+ Lumens LED Flood Lights. Includes Necessary Hardware and Installation.	2	\$1,014.14

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Line	GSA	Code	Description	Qty	Ext. Price
4	260-01	25XDR2	SAFE XDR-2 Collar System Upgrade. SAFE XDR-2 Collar System Upgrade. Includes XDR-1 System Plus S/S D-rings and Hand Lines.	2	\$1,440.20
5	260-01	BC1	Bow Cover 1 Piece, 86" Wide. Severe Duty Padded Bow Cover for 8'6" Wide Hulls, 17' Through 25'. Includes Necessary Hardware and Installation.	2	\$2,150.92
6	260-01	GG1/4	Gator Grip No Slip Cabin Matting. 1/4in. Gator Grip, 1/4", No Slip Anti Fatigue Cabin Matting. Black. Installed.	2	\$1,245.18
7	260-01	TOW300	Tow Spool w/ 300 Line, Hand Break & Cover. Tow Line Storage Spool w/ Hand Break Mounted on Aft Side of Radar Pod. Tow Spool will store 300' of 3/4 DBN Tow Line. Includes Tow Spool Cover, 300' of Line, Necessary Hardware and Installation.	2	\$2,170.64
8	260-01	SPK-3/4	110VAC Shore Power Kit - 3/4 Battery System 110VAC Shore Power Kit-(For Three (3) - Four (4) Battery Systems Not Including a Generator). Kit Includes: Shore Inlet, Blue Sea 360 A/C Panel w/ Volt Meter, GFCI Outlet w/ Cover, Isolation Transformer, Two (2) Dual (2) Bank Battery Chargers and 30A 125V 25' Shore Power Cord. Necessary Hardware and Installation Included.	2	\$3,353.22
9	260-01	SLRCL-100 D	ACR RCL-100D Search Light w/ Remote Point Pad. ACR RCL-100D Remote Control Searchlight with Single Remote Point Pad. 12vdc, 200,000 Candela. Includes Necessary Hardware and Installation.	2	\$2,693.44
10	260-01	AISFA30	Furuno FA30 AIS Black Box Receiver (RX Only) Furuno FA30 Black Box AIS Receiver. Provides Navigational Data about other AIS-Equipped Vessels. (Receive ONLY) The FA-30 can be Interfaced with a Furuno NavNet 3D or NavNet vx2 Radar or Chart Plotter via NMEA0183 or via an Ethernet Connection. Includes Necessary Hardware and Installation.	2	\$2,609.44
11	260-01	CPFFM300 0	Furuno FM3000 VHF w/ Shakespeare Antenna. Furuno FM-3000, 25W VHF Radio w/ Built-In DSC Functionality, Shakespeare 5' VHF Antenna and 5" 10W External VHF Speaker. Includes Necessary Hardware and Installation.	2	\$1,548.68
12	260-01	FLIRM6	FLIR M-626L, Installed, Display Not Included FLIR M-Series M-626L - 640 x 480 Thermal Imaging w/ 26 x 20 Degree Field of View, Low Light Imager, 2X & 4X Zoom, 360 Continuous Pan, +/- 90 Degree Tilt and Ergonomic Joystick Control Unit. System Requires 12-24VDC. Includes Installation and Associated Cables. Display with Video Input Required for Viewing. Display is Not Included.	2	\$38,231.02
13	260-01	HPFLH300 0	Furuno LH3000 30w Loud Hailer w/ Speaker Furuno LH3000 30-WATT Loud Hailer w/ External Speaker. Includes Furuno LH3020 Flush Mount Kit.	2	\$2,107.74
14	260-01	DFF1	Furuno DFF1 Digital Network Sounder. Furuno DFF1 Digital Network Black Box Sounder 600/1000watt Output 50/200 khz. Includes Necessary Hardware and Installation. Transducer Not Included.	2	\$1,564.28
15	260-01	520-PLD	Furuno 520-PLD Plastic Thru-Hull Transducer Furuno 520-PLD Plastic Thru-Hull, Low Profile, Transducer, 600W (10-Pin). Includes Necessary Hardware and Installation.	2	\$299.22

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Line	GSA	Code	Description	Qty	Ext. Price
16	260-01	PG500R	Furuno PG500R Rate Compensated Heading Sensor. Furuno PG500R Rate Compensated Heading Sensor. Includes Necessary Hardware and Installation.	2	\$1,596.46
17	260-01	MFD12	Furuno NavNet 3D 12.1in Multi Function Display. Furuno NavNet 3D 12.1" Color Multi-Function LCD Display. Includes Necessary Hardware and Installation.	2	\$7,872.82
18	NON GSA	RD33	Furuno RD33 4.3in Color LCD Nav Data Organizer Furuno RD33, 4.3" Color LCD Navigational Data Organizer - NMEA2000 & NMEA0183 compatible. Includes Necessary Hardware and Installation. Transducer Sold Separately.	2	\$1,138.28
19	260-01	DRS4D	Furuno DRS4D 24in UHD Radome, 4kW, 36nm. Furuno DRS4D 24" UHD Digital Radome for NavNet 3D, 4kW, 36nm. Includes Necessary Hardware and Installation.	2	\$4,488.40
20	260-01	GP330B	Furuno GP330B GPS Antenna Furuno GP330B GPS/WAAS Sensor - NMEA 2000 Compatible Antenna for Stand Alone GPS on NAVNET 3D.	2	\$829.72
21	NON GSA	GP33	Furuno GP33 DGPS/WAAS Display w/ GPA017 Antenna Furuno GP33 DGPS/WAAS Receiver w/ 4.3" Sunlight Viewable Color LCD Display. Includes GPA017 GPS Antenna w/ 10m Cable, Necessary Hardware and Installation.	2	\$1,258.28
22	260-01	EH5	Ethernet Switch, 5-Port 5-Port Ethernet Switch, Model SD205, 10/100Mbps, 12VDC. Includes Necessary Hardware and Installation.	2	\$96.40
23	260-01	DH5	Webasto 3500 Diesel Heater w/ 5 gal Tank. Webasto 3500 Forced Air Diesel Heater and Defroster w/ 5 Gallon Diesel Tank for 10' Wide Hulls. Mounts in Port Aft Locker. Includes Necessary Hardware and Installation.	2	\$8,676.84
24	NON GSA	LELBWBB	Whelen Mini Edge Ultra Freedom LED Lightbars, BLUE Whelen FT-8BBBBP Mini Edge Ultra Freedom Linear-LED Lightbar, Blue/Blue, Mounted on Arch Pod Face for Maximum 360 Degree Visibility. Includes Necessary Hardware and Installation.	2	\$3,307.54
25	260-09	MH225-30D	Honda Outboards - Twin 225HP (30" Shaft) Honda Outboards - Two (2) (1-R, 1-L) BF225AKXX & BF225AKXXC 4 Stroke EFI motors (30" shaft)	2	\$58,060.96
26	260-09	ERH2	Honda Twin Engine Rigging-Digital Gauges Honda Twin Engine Rigging-Digital. Rigging Includes: Hydraulic Steering, Tie-Bar, SS Props, Dual Binnacle, Steering Wheel, Safety Lanyard, and Digital Gauge Package (1 Speed/Fuel 2 Tach/Trim). Includes Necessary Hardware and Installation.	2	\$18,426.34
27	260-01	GLAC	Twin SBI Universal Gun Locks Aft Cabin Two (2) SBI Universal Gun Locks Mounted in Aft Cabin.	2	\$740.72
28	NON GSA	NSO	Non-Standard Option -Non-Standard Option. Customer Requested Item. See Notes Below for Description. Price Includes All Necessary Hardware and Installation When Applicable. Factory Acceptance Trials for 1st boat off production -2 persons 2 days - Aire Fare, Hotel not to exceed price quoted if any expences exceed will be responsibility of agency. Other boats will be blind accepted, shipping and invoiced upon completion.	2	\$3,200.00

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Product improvements and changes in items/features may be made from time to time. See attachments for terms and conditions.

Line	GSA	Code	Description	Qty	Ext. Price
29	260-01	AK17-25	Anchor Kit 17-25 Anchor Kit for 17'-25' Hulls. Kit Includes: (1) Fortress FX7 4lb Anchor, (1) 3/8" S/S Shackle, (9 FT) S/S Anchor Chain, (1) 3/8" S/S Jaw-To-Jaw Swivel, and (150') 5/8" 3 Strand w/ S/S Thimble.	2	\$1,030.28
30	260-01	DK17-38	Docking Kit for 17-38 Hulls. Docking Kit for 17'-38' Hulls. Kit Includes: Four(4) 30' x 5/8" DBN Dock Lines w/ Eye Splice at One End (Black), Four(4) 5.5" x 20" 2-Eyed Ribbed Black Fenders, and Four(4) 3/8" x 9' Fender Whips (Black).	2	\$539.10
31	260-01	TRL4A	Trailer, 11500 - Alum. 25-27 WA/FC 2510 TT/CC Trailer 11500 - 25 - 27 WA & FC. 25 TT & CC (10 Wide Only) Aluminum Bunk Trailer with Disc Brakes, Bow Ladder, V-Stop and LED Lighting.	2	\$19,270.58
32	260-01	Prep2	Shipping Prep / Shrink Wrap Windows Preparation for Shipping Includes: 1 Disconnect batteries from electrical system. 2 Secure loose gear to prevent shifting during shipment. 3 Secure boat to trailers. (If Applicable) 4 Secure equipment (e.g., motors, spotlight, etc.) as necessary to prevent movement during shipment. 5 Remove flammable liquids if required to comply with ocean transportation requirements. 6 Place Radome and antennas in lowered position. 7 Ensure no more than 10 gallons fuel remains in the fuel tanks. 8 Place boat cabin key in a secure "Hide" 9 Protective Shrink Wrap on Exterior Windows. Does not include actual Transportation Charges Final Inspection and Acceptance Only at the SAFE Boats International's Port Orchard, Washington Facilities.	2	\$1,406.44

SubTotal	\$502,668.92
Tax	\$0.00
Shipping	\$5,030.50
Total	\$507,699.42

Product improvements and changes in items/features may be made from time to time. See attachments for terms and conditions.





SAFE Boats International, LLC

8800 SW Barney White Road

Port Orchard, WA 98367

Ph 360.674.7161 Fx 360.674.7149

www.safeboats.com

GSA & COMMERCIAL CUSTOMER - TERMS & CONDITIONS

The price shown on the attached quote is based on the inclusion of the following terms & conditions. If modifications to these terms are required please request a modified quote.

1: FINAL INSPECTION AND ACCEPTANCE.

- a. Boat's Final Inspection & Acceptance: SAFE Boats International (SBI) standard practice is to conduct & complete final inspection and acceptance only at the SAFE Boats International's Port Orchard, Washington facilities.
- b. Acceptance, final invoicing and payment of all outstanding invoices are to be completed prior to boat shipping. Be advised that ownership documents & title are not transferred to the Buyer until all outstanding payments are received in full (please note: possession of these documents may be a criteria for licensing the vessel). Any minor vessel discrepancies or corrections identified at this time will be addressed on a Warranty basis.
- c. Buyer's representatives are encouraged to be present for the above events.
- d. SBI will consider under special circumstances, Final Inspection & Acceptance at the Buyer's continental USA designated location. If agreed, an additional fee for SBI personnel travel & accommodation, labor and administration is assessed in addition to the overall vessel price.
- e. Complimentary Familiarization Training at SBI's Port Orchard Facility: Free two (2) day familiarization training is offered for two (2) Buyer designated personnel prior to Acceptance. (Flights, Transportation, Room and Meals not included).
- f. Shipping offloading, if required, including but not limited to cranes, hoists, cradles, cleaning, commissioning and launching etc.; is the Buyer's responsibility.

2. PAYMENT TERMS: Upon approved credit, Net 30 days from date vessel is shipped and departs from SAFE Boats International's Port Orchard, Washington facilities.

3. ADDITIONAL PAYMENT DISCOUNTS:

These Additional Discounts are extended to customers for the Base Boat Price component of the vessel price and are not applicable to Options including, but not limited to, electronics, radios & communications equipment, navigation aids, engines, air conditioning & heating. The following offered discounts are mutually exclusive, only one being applicable to any one sale:

- Prompt Payment (20 days after Acceptance at SBI) 1%
Or
Progress Payments of:
40% of the total ARO
30% of the total after welding is complete
30% of the total after inspection of the completed boat at the factory

Boat Size	Discount
17-25	3%
26-33	3.75%
34+	4.25%

Or

- Payment of:
100% upon receipt of order

Boat Size	Discount
17-25	3%
26-33	3.75%
34+	4.25%

GSA and Commercial Limited Warranty

Warranted use includes Military, Naval, and other non-combat police or law enforcement activity, peacetime duty and other non-combat use.

HULLS, FUEL TANKS: Materials and workmanship of commercial use SAFE Boats International Hulls and Fuel tanks are warranted for five (5) years from date of acceptance by the customer.

SUPERSTRUCTURE: Materials and workmanship of superstructure of SAFE Boats (which is: any portion of the boat above the deck or attached to the hull, for example; bolsters, lockers, performance wings, capture rings, and all parts permanently integrated into these structures), but not including the bulwarks, are warranted for two (2) years from date of acceptance by the customer.

COLLAR SYSTEM: Materials and workmanship of collar systems of SAFE Boats which are installed by SAFE Boats International are warranted for two (2) years from date of acceptance by the customer.

POWER PLANTS, ELECTRICAL EQUIPMENT, DOORS, WINDOWS, FASTENERS, AND MISCELLANEOUS OTHER SYSTEMS are warranted by the respective manufacturers of their systems and equipment. The workmanship of the installation of these items is warranted for one (1) year from date of acceptance by the customer.

ITEMS NOT COVERED BY THIS WARRANTY are effects and failures due to accident or collision, use of unsuitable parts or add-on items, use of unauthorized parts, alterations and workmanship by other than SAFE Boats International, LLC, shipping damage, neglect, negligence, normal wear and damage due to combat or warfare. Builder's sole obligation under this Warranty shall be to repair any defective material or workmanship covered by this Warranty.

SPECIFIC ITEMS, WHICH VOID THIS WARRANTY, include the following when performed without prior authorization by SAFE Boats International, LLC.

- a. Use of non-SAFE Boat parts in warranty repair
- b. Any welding on or of the hull or superstructure
- c. Any alteration to the collar system.
- d. Any work performed on a fuel tank
- e. Permanently attaching any structure to the deck, hull, and/or superstructure other than original equipment parts.
- f. Creating holes, welding, or cutting into/on the deck, superstructure, or collar system.

Any of these actions will void the Warranty of the altered system.



SAFE Boats International, LLC - Limited Warranty - Continued

THE WARRANTY GIVEN BY BUILDER SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OR TRADE OR OTHER WARRANTY SHALL APPLY. Buyer understands that the limitations of Builder's Warranty and of Buyer's remedies are factors in the determination of the contract price. Buyer has chosen to accept these limitations rather than seek additional warranties and remedies at an increased price.

TIME IS OF THE ESSENCE in providing notice of Warranty claims. Buyer shall provide timely notice to Builder of each Warranty claim and request for authorization pursuant to this Warranty. Said notice shall provide complete data regarding the defect to Builder to support Builder's determination of Warranty applicability. Timely notice means, "Within 7 days of incident giving rise to the warranty claim, or as soon thereafter as is reasonable under extenuating circumstances." Notice shall be sent to SAFE Boats International, LLC via email to warranty@safeboats.com. Other means to contact the Warranty Department are telephone 360 674-7161, FAX to 360 674-7149, or mail to SAFE Boats International, LLC, Attention: Warranty Dept., 8800 Barney White Road, Port Orchard, WA 98367.

Builder is not obligated under this Warranty to conduct Warranty repairs outside of SAFE Boats International, LLC manufacturing facilities, nor to pay for the cost of such repairs performed outside the manufacturing facility. If Buyer is unable to deliver the Vessel or Sub-Assembly to Builder's manufacturing facilities for warranty work, the Builder's liability under this Warranty is limited to providing such technical data and instructions as Builder may determine necessary, to support and expedite repairs by Buyer or his designated repair facility in a safe and timely manner. Builder will provide necessary engineering or other technical and training data necessary to effect repairs. It may be possible for the Buyer to contract with Builder to provide the repairs. Determination of this will be made and estimates provided on a case by case basis by SAFE Boats International, LLC to the Buyer as requested.

Under special circumstances in the event of major equipment failure, of the Hull, Fuel Tank, Superstructure or the Collar System the builder may at their discretion provide an appropriate response team or a local firm authorized by the Builder available for repair work at Buyer's facility in a reasonable amount of time. The same response may be available for installation related warranties on a case by case basis, negotiated between SBI and the Buyer. Transportation and lodging and other travel related items are at the Buyer's expense. Buyer is responsible for having the boat available at a suitable repair facility with any special equipment and any required certifications already arranged. If a case is deemed to be a non warranty event after travel and/or an on scene evaluation the Buyer will be responsible for all labor costs as well as travel expenses.

This warranty is not personal to the Buyer, and shall apply for the benefit of any successor of interest, including any assignee of the Buyer.