

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

Show this number on envelope

Agreement No. _____
(internal use only)

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: Virginia Beach, VA ON THE 24th DAY OF February, 2025
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Mythics, LLC DBA Mythics VIII, LLC

Phone (757) 412-4362 Fax (757) 412-1060

Address 4525 Main St., Suite 1500 Virginia Beach VA 23462
Street City State Zip

Deonte J. Watters Deonte J. Watters, CCMAP Vice President of Business Operations
Signature Printed Name Printed Title

[Signature] Scott Needleman SVP, General Counsel
Signature Printed Name Printed Title

[Signature] Scott Needleman SVP, General Counsel
Signature Printed Name Printed Title

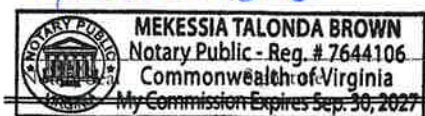
(Approved Corporate Signature Methods)

a) **Two WET 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 WET 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.

<p>County of <u>VIRGINIA BEACH</u></p> <p>State of <u>VIRGINIA</u> S.S.</p> <p>Subscribed and sworn this date <u>FEBRUARY 24th</u>, 2025</p> <p><u>Mekeasia J Brown</u></p>	<p>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.</p> <p>By _____ Executive Director Harbor Department</p> <p>_____ Date</p>	<p>Approved as to form and legality <u>3-13</u>, 2025</p> <p>City Attorney</p> <p>BY _____ Deputy</p>
---	--	---



FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235_rev1

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE:</p> <p>11 A.M. TUESDAY MARCH 04, 2025</p>
<p><u>Buyer:</u> Tricia Carey, Director (310) 732-7656</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.

ORACLE SOFTWARE SUBSCRIPTION

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

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

BIDDERS INSTRUCTIONS

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

<p>REQ. NO.: 3693 NOTIFY: R. MEAVE PAGE 2</p>	<p>STATE TIME OF DELIVERY: <u>N/A</u> DAYS AFTER RECEIPT OF ORDER TERMS DISCOUNT FOR PAYMENT WITHIN <u>N/A</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1</p>
---	--

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235_rev1

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE:</p> <p>11 A.M. TUESDAY MARCH 04, 2025</p>
<p><u>Buyer:</u> Tricia Carey, Director (310) 732-7656</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.

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.

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 at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

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.

CONTRACTUAL TERMS SECTION

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

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **\$3,000,000.00** structured as **\$775,671.00 for the 1st year, \$853,238.10 for the 2nd year, and \$938,561.90 for the 3rd and final year** annually. No guarantee can be given that this total will be reached. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period;

REQ. NO.: 3693
NOTIFY: R. MEAVE
PAGE 3

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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235_rev1

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE:</p> <p>11 A.M. TUESDAY MARCH 04, 2025</p>
<p><u>Buyer:</u> Tricia Carey, Director (310) 732-7656</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.

however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

REQ. NO.: 3693
NOTIFY: R. MEAVE
PAGE 4

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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235
(SHOW THIS NUMBER ON ENVELOPE)

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

AUTHORIZED DISTRIBUTOR/DEALER:

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

Yes: *EQW* No: _____

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

SUPPLIER CONTACT INFORMATION:

Contact Person: Priscilla Weidner-Lee

Title: Contracts Manager

Telephone No.: (757) 412-4362

Fax No.: (757) 412-1060

E-Mail Address: slccontracts@mythics.com

24 Hour Contact No.: N/A

BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: 8:30 EST A.M. to 5:30 EST P.M.

Saturday: _____ A.M. to _____ P.M.

Sunday: _____ A.M. to _____ P.M.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235
(SHOW THIS NUMBER ON ENVELOPE)

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

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

FINANCIAL SECTION

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

REMIT TO: NAME: Mythics, LLC DBA Mythics VIII, LLC

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

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

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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235
(SHOW THIS NUMBER ON ENVELOPE)

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

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: 202355113267.

GENERAL RULES AND REGULATIONS

CITY ETHICS COMMISSION (CEC) FORMS 50 and 55. Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 50 and 55 (Attachments 2 and 3) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org

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 30th 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.

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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235
(SHOW THIS NUMBER ON ENVELOPE)

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.

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.

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.

IRAN CONTRACTING ACT OF 2010. The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Attachment 4).

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)

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.

Vendor RAMP ID: 95342 (required).

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.

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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-1235
(SHOW THIS NUMBER ON ENVELOPE)

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235
(SHOW THIS NUMBER ON ENVELOPE)

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, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- 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

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-1235
(SHOW THIS NUMBER ON ENVELOPE)

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

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

THE END

No. 285 Rev. 07/15-116



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

Karen Bass *Mayor, City of Los Angeles*

Board of Harbor
Commissioners

Lucille Roybal-Allard
President

John A. Pérez
Vice President

Yolanda M. De La Torre
Commissioner

Edward R. Renwick
Commissioner

I. Lee Williams
Commissioner

Eugene D. Seroka

Executive Director

DATE: WEDNESDAY, FEBRUARY 26, 2025

SUBJECT: ADDENDUM #2 – BID F-1235 - ORACLE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CLOUD SOFTWARE SUBSCRIPTIONS

Under the authority of Los Angeles Harbor Department Director of Contracts & Purchasing, Tricia Carey, "Request for Cooperative Agreement Bid No. F-1235" per Mythics, Inc. "Terms and Conditions/Exceptions" document is amended as follows:

1. Item #1 "**Indemnification**" is deleted in its entirety.
2. Item #2 "**Termination for Non-appropriation**" is hereby amended to include the following language "Such termination shall be in accordance with the termination provisions outlined on Contract No. 180233-002."
3. Sections **8, 10, 19** and **20** are hereby deleted from General Conditions in BID No. F-1235.

Attach this document to your bid submission, due March 4, 2025. Be advised that Mythics, Inc. is not authorized to reline, add or remove any verbiage from Los Angeles Harbor Department Bid No. F-1235 as it is the purpose of this document to amend the above listed terms of the resulting Cooperative Agreement.

All other specifications, terms, and conditions shall remain unchanged.

Sincerely,

DANIELLE M. NAPPI
Procurement Analyst

TRICIA J. CAREY
Director, Contracts and Purchasing Division

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 _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)	
SERIAL 180233-RFP	Port Authority of Los Angeles	
Bidder Name		
Mythics, LLC DBA Mythics VIII, LLC		
Address		
4525 Main St., Suite 1500, Virginia Beach, VA, 23462		
Email Address	Phone Number	
slcontracts@mythics.com	(757) 412-4362	

Certification

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

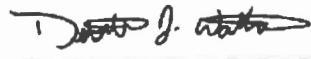
A. I am applying for one of the following types of contracts with the City of Los Angeles:

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.

Deonte J. Watters, CCMAP
Name


Signature

Vice President of Business Operations
Title

02/11/2025
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 _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): 95342 Date Bid Submitted: 02/12/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
SERIAL 180233-RFP

Awarding Authority (Department awarding the contract): City of Los Angeles Harbor Department

Bidder Name: Mythics, LLC DBA Mythics VIII, LLC

Bidder Address: 4525 Main St., Suite 1500, Virginia Beach, VA, 23462

Bidder Email Address: slcontracts@mythics.com Bidder Phone Number: (757) 412-4362

Schedule Summary


Please complete all three of the following:

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

Certification

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

Deonte J. Watters, CCMAP
Name
Vice President of Business Operations
Title


Signature
02/11/2025
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: Pegasus ME Buyer, Inc. Title: N/A
 Address: 4525 Main St., Suite 1500, Virginia Beach, VA, 23462

Name: Shane Smutz Title: Sector President
 Address: 4525 Main St., Suite 1500, Virginia Beach, VA, 23462

Name: Paul Seifert Title: Chief Executive Officer
 Address: 4525 Main St., Suite 1500, Virginia Beach, VA, 23462

Name: Doug Altamura Title: Chief Revenue Officer
 Address: 4525 Main St., Suite 1500, Virginia Beach, VA, 23462

Name: Scott Needleman Title: SVP, General Counsel
 Address: 4525 Main St., Suite 1500, Virginia Beach, VA, 23462

Name: Kevin Hodgkiss Title: Chief Financial Officer
 Address: 4525 Main St., Suite 1500, Virginia Beach, VA, 23462

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
N/A
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: <u> N/A </u> Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

Attachment 4

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Name of Proposer/Financial Institution (Printed): Mythics, LLC DBA Mythics VIII, LLC

Signed by:  02/24/2025 (Authorized Signature)

Deonte J. Watters, CCMAP (Printed Name)

Vice President of Business Operations (Title of Person Signing)

OPTION #2: EXEMPTION

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

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)