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

Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners Cindy Miscikowski President David Arian Vice President Douglas P. Krause Sung Won Sohn, Ph.D.

Geraldine Knatz, Ph.D. Executive Director

DATE: September 17, 2013

BID # F-843 ADDENDUM #2

DESCRIPTION: "SAFE" WALK AROUND CABIN BOATS / PATROL VESSELS, 29 FT x 10 FT

BID OPENING DATE: Monday, September 23, 2013, 2pm

1. **ADDITION OF GSA LANGUAGE TO BID**

   U.S. General Services Administration (GSA) Disaster Purchasing Program pricing will be accepted. In the event that GSA pricing is offered, it is acknowledged that GSA terms and conditions will apply.

   Please state the GSA Schedule under which you qualify: GS-07F-0038H

All other specifications, terms, and conditions shall remain the same.

For questions, please contact Leticia Caldera (310) 732-3890.

Please attach this addendum to your bid.

Regards,

Leticia Caldera
Procurement Analyst

THE PORT
OF LOS ANGELES

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

Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners: Cindy Miscikowski, President; David Arian, Vice President; Douglas P. Krause; Sung Won Sohn, Ph.D.

Geraldine Knatz, Ph.D. Executive Director

DATE. September 11, 2013

BID # F-843 ADDENDUM #1

DESCRIPTION: "SAFE" WALK AROUND CABIN BOATS / PATROL VESSELS, 29 FT x 10 FT

BID OPENING DATE: September 23, 2013, 2pm

1. **DELETION OF LANGUAGE FROM BID**

   Delete the entire LOCAL BUSINESS PREFERENCE PROGRAM clause from pages 24 and 25, and disregard the AFFIDAVIT OF COMPANY STATUS and BIDDER DESCRIPTION FORM.

   These vessels will be purchased with federal grant funds as explained on page 2 of the bid. Therefore, the Local Business Preference Program does not apply.

All other specifications, terms, and conditions shall remain the same.

For questions, please contact Leticia Caldera (310) 732-3890

Please attach this addendum to your bid.

Regards,

Leticia Caldera
Procurement Analyst

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

BID NO. F-843 Page 1
Show this number on envelope

Contract No. 39686

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: Bremerton, Washington (City, State) ON THE 19 (Date) DAY OF September (Month), 2013 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name SAFE Boats International LLC

Phone (360) 674-7161 Fax (360) 674-7149

Address 8800 SW Barney White Road, Bremerton, WA 98312
(Street) (City) (State) (Zip)

Signature — Paul Caldrazzo (Printed Name) — Chief Operating Officer (Printed Title)

Signature — Ari Aristides (Printed Name) — Chief Financial Officer (Printed Title)

(AFFIX CORPORATE SEAL HERE)

(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 Kitsap

State of WA S.S.

Subscribed and sworn to before me this 19 day of September, 2013

CONNIE J LAPE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 2014

Notary Seal Signature

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

By _____
Executive Director Harbor Department

_____
Date

Approved as to form and legality
Oct. 22 2013

City Attorney

BY _____
Deputy/Assistant.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-843

SUBMIT BID TO :	BID DUE BEFORE 2:00 P.M. September 23, 2013
Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744	
Buyer: : Leticia Caldera, Procurement Analyst (310) 732-3890	BIDS WILL BE PUBLICLY OPENED

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

"SAFE" WALK AROUND CABIN BOATS / PATROL VESSELS – 29 FT x 10 FT

The Los Angeles Port Police Department will be purchasing two (2) 29' x 10' Walk Around Cabin Boats/Patrol Vessels with federal grant funding. In accordance with Los Angeles City Charter §375 and Los Angeles Administrative Code §10.18, the City of Los Angeles is issuing bid specifications for the purchase of these patrol vessels. Delivery of the vessels will be taken upon the successful sea trials and no later than June 1, 2014. The vessels must meet the following specifications and comply with all United States Coast Guard regulations and commercial vessel standards.

DEADLINES FOR DELIVERY AND COMPLETION:
This contract is funded by grants that include deadlines which, if not met, will cause City to lose said grant funding. Therefore, contractor agrees to deliver to the Harbor Department the entire order no later than June 1, 2014 and properly invoice for such equipment immediately upon delivery.

Please initial that you understand above paragraph regarding deadlines for this project: _____

PLEASE REFER TO THE FOLLOWING:

- SPECIFICATIONS – 29' WALK-AROUND CABIN VESSEL
- DRAWING – "29FT WALK AROUND CABIN"

REQ. NO.: Z-14-014/5793 NOTIFY: Petty Santos 09/9/13 LC:bh **PAGE 2**	STATE TIME OF DELIVERY: 180 DAYS AFTER RECEIPT OF ORDER TERMS 1% DISCOUNT FOR PAYMENT WITHIN 20 DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-843
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 23, 2013

PRICES TO INCLUDE ALL CHARGES AND FEES EXCLUDING SALES TAX.

1. 2 EA Each $ 142,505.28 $ 285,010.56

BOAT, WALK AROUND CABIN, 29FT X 10FT, "SAFE",
MFR: SAFE BOATS INTERNATIONAL, or equivalent

29' WALK AROUND CABIN "SAFE" BOAT

STANDARD FEATURES

- Length: 29' + o/b bracket = 31.6' LOA Inside length: 28' Transom height/ Shaft length: 30"
- Beam: 10 feet -Inside Beam: 84 inches
- Person capacity: 16
- Max HP: 600
- Dry weight: approximately 8,100 lbs. without power.
- Draft: approximately 30 inches with average load.
- Max weight capacity, persons, motor, gear: 6,032 lbs

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.
- Color shall be black.
- Anti-fouling paint on side plates behind collars.
- Includes standard identification collar lettering.

HULL and DECK

- 5/16" - 5086 bottom plate with SAFE Boats exclusive 5 stringer system with angled transverse framing on 12-inch centers.
- Low profile dimmable LED deck/walkway lights. Inside & outside lights independently operated
- Doubled keel beaching plate.
- Fabricated outboard bracket with removable quick-release T-handle style cast Baywood Hatch and secured retracting dive ladder. (requires 30" motors, adds 31" to LOA)
- Self-bailing decks with twin 4-inch deck scuppers.
- Non-skid decks with 3M Safety Walk. All non-skid edges are sealed with 3M Edge Seal.
- Stepped transom with 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 to have independent sub-floors for mounting remote engine items.
- Bow storage locker with fabricated door
- All outside lockers to have fabricated aluminum access doors
- All locker vents to be designed to reduce water intrusion
- Six (6) 10-inch cast aluminum weld on cleats
- Non-skid gunwale flanges
- Three piece aft, side and bow rail system
- Fore and aft tow posts with twin SS cross pins
- Heavy duty motor cage/tow line guide.
- Fabricated aluminum life ring mount.
- Weld on bow eye with SS insert.
- Custom fabricated weld on pick points with SS inserts.
- Oversized rig tubes below deck to accommodate electrical and mechanical rigging.
- Flared high volume scupper valves keep aft deck dry while backing down.

FUEL SYSTEM

- Fuel fill pod with SS fill and vent.
- 250-gallon fuel tank with a formed bottom. (1/4" - 5086) No bottom seams. Longitudinal and transverse baffles.
- Fuel tank to have full size isolation and vibration dampening plates on tank ends to isolate tank from mounting brackets.
- Fuel tank mounting brackets to be isolated on rubber mounts from hull structure.
- Dual fuel tank pickups.
- Racor water separator with see-thru bowl, priming system & self-venting drain. (one per motor); SS swaged fittings, Wema for tank cleaning, inspection.

CABIN and DASH

- 60-inch wide cabin (insulated and carpeted). This gives the crew access around the cabin.
- Stainless steel 3/8" u-bolts for securing pump can in front of cabin.
- Easy access port and starboard walk way between the cabin and gunnels.
- Full width dash for electronics mounting.
- OHIP - Overhead fold-down electronics bar.
- 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 to be bolt in safety glass.
- Three red/white dome lights (two in cabin, one in console).
- Moveable day & night light mounted in cuddy cabin.
- Two shock mitigating seats mounted on storage boxes with foot rests.
- Port & starboard aft jump seat/storage boxes.
- Full aluminum handrail system inside and out.

- Fold down radar mast

RIGGING and 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 to be sealed in marine grade shrink tube.
- Blue Sea 360 marine grade breaker system, battery switches, back lighting, and custom labels.
- Running lights.
- Port, starboard and aft flood/deck lights.
- Upgraded self-parking intermittent windshield wiper with washer system.
- Hydraulic steering. (tilt helm)
- 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)

State Make and Model:

same as above

2. 2 EA Each $ 1,288.30 $ 2,576.60

BOW COVER 1 PIECE, 10 WIDE

Severe Duty Padded Bow Cover for 10' Wide Hulls, 27' Through 38'. Includes Necessary Hardware and Installation

State Make and Model:

same as above

3. 2 EA Each $ 1,085.31 $ 2,170.62

TOW SPOOL w/ 300 LINE, HAND BREAK & COVER

Tow Line Storage Spool w/ Hand Brake 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

State Make and Model:

same as above

4. 2 EA — Each $ 835.43 $ 1,670.86
SAFE XDR-2 Collar System Upgrade
Includes XDR-1 System Plus S/S D-rings and Hand Lines.

State Make and Model:
same as above

5. 2 EA — Each $ 0.00 $ 0.00
COLLAR COLOR BLACK

State Make and Model:
same as above

6. 2 EA — Each $ 0.00 $ 0.00
BLACK RUBBERIZED DASH SKID

State Make and Model:
same as above

7. 2 EA — Each $ 0.00 $ 0.00
BLACK RUB-STRAKE

State Make and Model:
same as above

8. 2 EA — Each $ 0.00 $ 0.00
BLACK 3M 710 NON-SKID

Paint on non-skid. No rail wrap

State Make and Model:
same as above

9. 1 EA Each $ 2,125.05 $ 2,125.05

ADD GLYDE RYDE SHOCK MITIGATING SEATS. POS 3 & 4

Add Two (2) Glyde Ryde Shock Mitigating Seats (Pos 3 & 4) Mounted on Storage Box. Includes SBI Fabricated Pistol Grips, Necessary Hardware and Installation.

One seat per boat mounted aft starboard location facing inward toward table.

State Make and Model:

same as above

10. 2 EA Each $ 775.00 $ 1,550.00

FLIP UP TABLE

SBI Fabricated aluminum flip up table with self-locking hinges. Includes non-skid topside surface covering. Includes all necessary hardware and installation.

Installed aft port side.

State Make and Model:

same as above

11. 2 EA Each $ 507.07 $ 1,014.14

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.

State Make and Model:

same as above

12. 2 EA Each $ 622.58 $ 1,245.16

GATOR GRIP NO SLIP CABIN MATTING, 1/4 IN.

Gator Grip, 1/4", No Slip Anti Fatigue Cabin Matting. Black. Installed.

State Make and Model:

same as above

13. 4 EA Each $ 842.23 $ 3,368.92

BLAC-RAC MARINUS 1091E TACTICAL WEAPONS MOUNT W/ ELEC RELEASE

Blac-Rac Model 1091E Marinus Tactical Weapons Mount with Electronic Release and Time Delay. Qty 1 ea. Includes Necessary T-Channel, Hardware and Installation.

Two (2) per boat

State Make and Model:

same as above

14. 2 EA Each $ 2,420.41 $ 4,840.82

110VAC SHORE POWER W/ GENERATOR 4 BATTERY SYSTEM

110vac Shore Power Kit w/ Generator (for Dual Engines w/ Single House Battery).

Kit includes: 120vac 30amp Shore Inlet, Dual Source Blue Seas A/C Panel w/ Analog Volt Meter, GFCI Outlet w/ Cover, Isolation Transformer, 25' Shore Power Cord, and Two (2) Dual Bank Battery Chargers. Includes Necessary Hardware and Installation

State Make and Model:

same as above

15. 2 EA Each $ 272.41 $ 544.82

ADDITIONAL HOUSE BATTERY

Includes Necessary Hardware and Installation

State Make and Model:

same as above

16. 2 EA Each $ 15,749.94 $ 31,499.88

KOHLER 5EKD 5.0KW 60HZ GAS GENERATOR

Includes Stowage Compartment with Sound Reduction Paint and Thermal Protection. Generator Mounts on Generator Slide Tray. Locker Also Includes 3" Inline Blower For Evacuating Gas Fumes Before Start Up. Primer Port and 3-way Valve Located in aft Locker. Includes Necessary Hardware and Installation.

State Make and Model:

same as above

17. 2 EA Each $ 3,701.97 $ 7,403.94

DOMETIC 15,000 BTU ROOF TOP AIR CONDITIONER W/ HEAT STRIP AND SM
115 VAC, 60 Hz, Single Phase.

Includes Heat Strip, Dometic SmartStart Single Phase Soft Starter, Necessary Hardware and Installation.

State Make and Model:

same as above

18. 2 EA Each $ 979.15 $ 1,958.30

JABSCO 63022-0012 REMOTE CONTROLLED SPOT/FLOOD
Jabsco 63022-0012 Marine 150 Remote Control Marine 6-Inch Spot and Flood Beam Searchlight. 12/24VCD, 15amp, 200,000CP Spot, 50,000CP Flood with Joystick Control. Includes necessary Hardware and Installation.

State Make and Model:

same as above

19. 2 EA Each $ 1,663.96 $ 3,327.92

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

State Make and Model:

same as above

20. 2 EA Each $ 192,838.62 $ 385,677.24

SEAFLIR 230 INSTALLED, DISPLAY NOT INCLUDED

SeaFLIR 230 (60Hz) w/HCU, 1.8 extender, 640x480 InSb FPA with 18x optical zoom, Color CCD with 18x optical zoom.

SeaFLIR 230 28000-211 System Includes:

- Stabilized Dual Sensor Gimbal System (SGA) with Integrated Electronic Unit
- Ergonomic Hand Control Unit (HCU)

- Reusable shipping/storage case
- Operator's Manual
- Quick Reference Guide

Cable Kit 4131813 includes:

- Qty 1 –P/N 4131870B-AB360 -Cable Comm/Video 30 Feet Jacketed NP-SST
- Qty 1 –P/N 4131871S360 -Cable Comm/Video 30 Feet Bulkhead Unterm NPSST
- Qty 1 –P/N 4130351B-BA360 -Cable Power In 30 Feet Full Term NP-SST
- Qty 1 –P/N 4130351BKDX360 -Cable Power In 30 Feet Bulkhead Unterm NPSST

State Make and Model:

same as above

21. 2 EA Each $ 1,053.87 $ 2,107.74

FURUNO LH3000 30W LOUD HAILER W/ SPEAKER

Furuno LH3000 30-WATT Loud Hailer w/ External Speaker. Includes Furuno LH3020 Flush Mount Kit.

State Make and Model:

same as above

22. 6 EA Each $ 792.92 $ 1,585.84

ICOM IC-M504 VHF RADIO W/ SHAKESPEARE ANTENNA

Icom IC-M504 Submersible PLUS Marine VHF with Clas), External 10watt VHF Speaker, Shakespeare 5' VHF Anter t. Includes Necessary Hardware and Installation.

#22
$792.92 x 6 =
$4,757.52

State Make and Model:

same as above

23. 2 EA Each $ 420.98 $ 841.96

INSTALL CUSTOMER SUPPLIED MOTOROLA XTL5000 RADIO

24. 2 EA Each $ 750.83 $ 1,501.66

INSTALL CUSTOMER SUPPLIED EQUIPMENT FOR MDC MOBILE DATA COMPUTER

Equipment Includes:
Sierra Wireless MP595 with WiFi Cellular and GPS Antenna AP85/18/GPS-S12 Harris M7300/M5300 with Antenna AN-225001-004

25. 2 EA Each $ 7,230.86 $ 14,461.72

FURUNO NAVNET TZTOUCH 14.1" MULTI TOUCH, MULTI FUNCTION DISPLAY

- Sunlight Viewable 14.1 inch WXGA (1280x800 pixels) multi touch LCD display
- Touch Screen with Multi Touch
- Easy to use RotoKey
- Marine Weather Forecaster delivers unlimited access to completely free weather forecasts, worldwide, 24/7
- Tablet & Smartphone Apps: Custom apps allow you to wirelessly view and control TZtouch from any iPhone, iPad, or iPod Touch (Other mobile platforms to be supported in the future.)
- WiFi Hotspot Connectivity
- Anti-reflective glass coating is visible under any lighting condition.
- Optional C-Map by Jeppesen and Datacore by Navionic vector cartography available for purchase
- Dual SD Card slots
- FREE high resolution satellite photos of US available for download.
- Includes all necessary hardware, cables and installation.

State Make and Model:

same as above

26. 2 EA Each $ 782.13 $ 1,564.26

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.

State Make and Model:

same as above

27. 2 EA Each $ 159.56 $ 319.12

FURUNO 520-PLD PLASTIC THRU-HULL TRANSDUCER

Furuno 520-PLD Plastic Thru-Hull, Low Profile, Transducer, 600W (10-Pin). Includes Necessary Hardware and Installation.

State Make and Model:

same as above

28. 2 EA Each $ 798.23 $ 1,596.46

FURUNO PG500R RATE COMPENSATED HEADING SENSOR

Includes Necessary Hardware and Installation.

State Make and Model:

same as above

29. 2 EA Each $ 628.48 $ 1,256.96

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.

State Make and Model:

same as above

30. 2 EA Each $ 2,244.20 $ 4,488.40

FURUNO DRS4D 24IN UHD RADOME, 4KW, 36NM

Furuno DRS4D 24" UHD Digital Radome for NavNet 3D, 4kW, 36nm. Includes Necessary Hardware and Installation.

State Make and Model:

same as above

31. 2 EA Each $ 730.81 $ 1,461.62

FURUNO GP33 DGPS/WAAS DISPLAY W/ GPA017 ANTENNA

Furuno GP33 GPS/WAAS Receiver w/ 4.3" Sunlight Viewable Color LCD Display. Includes GPA017 GPS Antenna w/ 10m Cable, Necessary Hardware and Installation.

State Make and Model:

same as above

32. 2 EA Each $ 1,668.96 $ 3,337.92

FURUNO FA50 BLACK BOX CLASS B AIS TRANSPONDER

Furuno AIS FA50 Black Box Class B AIS Transponder Integrates w/ Nav Package. Includes Shakespeare 36" SS AIS antenna. Multifunction display required for operation. Includes Necessary Hardware and Installation.

State Make and Model:

same as above

33. 2 EA Each $ 720.71 $ 1,441.42

FURUNO HUB101 DEDICATED INTERSWITCH HUB

Furuno HUB101 Dedicated Interswitch Hub for NavNet 3D. Includes Necessary Hardware and Installation.

State Make and Model:

same as above

34. 2 EA Each $ 4,244.66 $ 8,489.32

WEBASTO DIESEL HEATER W/ 2.5 GALTANK

Webasto 3900 Diesel Heater and Defroster with 2.5 Gallon Fuel Tank for 8'6" Wide Hulls. Mounts in Port Aft locker. Includes: SS Tubing, Delvan Filter. Necessary Hardware and Installation Included.

State Make and Model:

same as above

35. 2 EA Each $ 2,445.67 $ 4,891.34

POWER ASSIST STEERING UPGRADE

Upgrade Manual Hydraulic Steering with Power Assist Steering Helm and Pump. Includes Necessary Hoses, Hardware and Installation.
State Make and Model:

same as above

36. 2 EA Each $ 371.40 $ 742.80

INSTALL ANALOG HOUR METERS ON TWIN OUTBOARD BOAT

Install Analog Hour Meters on Twin Outboard Boat, Tied Into Ignition Switch.

Includes Two (2) Hobbs Quartz Hour Meter, Necessary Hardware and Installation.

State Make and Model: same as above

37. 2 EA Each $ 9,213.17 $ 18,426.34

HONDA TWIN ENGINE RIGGING-DIGITAL GAUGES

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.

State Make and Model:

same as above

38. 2 EA Each $ 5,509.80 $ 11,019.60

UPGRADE TO GLENDINNING ELECTRONIC CONTROLS, DUAL ENGINE, SINGLE

Upgrade to Glendinning Electronic Shift and Throttle Controls, Single Station, Dual Honda 250HP Outboards on 29 SAFE Boat. Includes Necessary Hardware and Installation.

State Make and Model:

same as above

39. 2 EA Each $ 35,562.00 $ 71,124.00

DUAL HONDA 250HP – 30IN SHAFT OUTBOARDS

Honda Outboards –Two (2) (1-R, 1-L) BF250A1XX & BF250A1XXC 4 Stroke EFI motors (30" shaft).

State Make and Model:

same as above

40. 2 EA Each $ 265.00 $ 530.00

RUN POWER FROM 12VDC PANEL TO OVERHEAD STORAGE BOX ABOVE AFT DOOR

Run Two (2) Power leads from 12VDC Panel to Overhead Storage Box Above Aft Door for Future Customer Installation of NucRad System on Cabin Top. Power Requirement of NucRad System is 2.0amp.

Customer will Install 2 Detection Boxes Mounted on the Aft Starboard and Port Cabin Roof Top. Power leads will need to be run to these locations from the Storage Boxes Above Aft Door at Time of Install.

41. 2 EA Each $ 744.75 $ 1,489.50

OFFSHORE SAFETY KIT

Kit Includes: 24" life Ring Buoy with Distress Marker Light, Portable Bilge Pump, 10-Person First Aid Kit, Offshore Marine Flare Signal Kit and Hand Held Compressed Air Horn.

State Make and Model:

same as above

42. 2 EA Each $ 269.55 $ 539.10

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).

State Make and Model:

same as above

43. 2 EA Each $ 560.43 $ 1,120.86

ANCHOR KIT FOR 27'-31' HULLS

Kit Includes: (1) Fortress FX11 7lb 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.

State Make and Model:

same as above

44. 2 EA Each $ 1,359.56 $ 2,719.12

SHIPPING PREP/FULL TRANSHIELD COVER OR SHRINK WRAP

Preparation for Shipping

Includes:

- Disconnect batteries from electrical system.
- Secure loose gear to prevent shifting during shipment
- Secure boat to trailers (if applicable)
- Secure equipment (e.g. motors, spotlight, etc.) as necessary to prevent movement during shipment
- Remove flammable liquids if required to comply with ocean transportation requirements
- Place Radome and antennas in lowered position
- Ensure no more than ten (10) gallons of fuel remain in the fuel tanks
- Place boat cabin key in a secure "Hide"
- Protective transhield application or Shrink Wrap depending on vessel type (covers boat down to collar and outboard engines, if applicable)

Does not include actual transportation charges.

45. 1 EA Each $ 35,562.00 $ 35,562.00

DUAL HONDA 250HP - 30IN SHAFT OUTBOARDS

Honda Outboards -Two (2) (1-R, 1-L) BF250A1XX & BF250A1XXC 4 Stroke EFI motors (30" shaft).

One set of spare Honda 250 hp engines.

State Make and Model:

same as above

46. 1 EA Each $ 106,196.50 $ 106,196.50

JETDOCK SYSTEM (INCLUDING JETDOCK INSTALLATION BY JETDOCK)

Six (6) feet of water depth and 110v 20amps shall be dedicated to the site.

System Includes:

- 18 ea Cube - Large (Black) Flex Lanes (C000000001)
- 29 ea - Large Black Bow Lane (C000000001)
- 1 ea – 5 Piece Tool Kit (A000000331)
- 9 ea - In Deck Mooring Kit (Does Not Include Fender) (A000000208)
- 11 ea - Fender Kit (One Fender w/Mounting Hardware) (A000000205)
- 2 ea - Universal 30ft Performance Dock - 15' wide x 35' -188MA (D0121 PD101)
- 1 ea - Universal 27ft Performance Dock - 15' Wide x 31'* -170MA (D0119PD101)
- 1 ea - Labor
- Shipping and Handling

State Make and Model:

same as above

47. 1 LOT Lot $ 10,686.00

BOAT DELIVERY CHARGE

SPECIFICATIONS

The following specifications are to set minimum construction specifications for an aluminum foam stabilized watercraft to be used as a patrol boat for use on the waters in and around the Port of Los Angeles. After an evaluation by a committee of experienced professionals, these specifications have been developed to set a minimum standard required by this agency to meet its current needs for marine patrol vessel(s).

Proof, in the form of pictures and models/GA drawings, is required from the manufacturer to demonstrate that each of the mandatory construction specifications below has been a part of the commercial off-the-shelf design of the proposed craft in at least 20 vessels built in the previous two (2) years. Also, at least five (5) references must be provided from government law enforcement agencies to show past performance of a like vessel in service with the same specifications.

HULL AND DECK

The complete hull and deck of the vessel must be 100% watertight. The entire hull volume below deck and fuel tank must be pressure tested. This is to assure water tight integrity.

Deck drainage is to be achieved by two 3 or 4-inch scupper ports, for and aft. Decks must self-drain completely without forward movement.

BOTTOM DESIGN

1) Hull design must be a stepped hull design with an additional step built in at the aft end of the hull.
2) A speed shoe must be built into the keel of the boat starting at the step in the hull running forward tapering into the deadrise of the hull which is designed and proven to increase efficiency and improve fuel economy significantly over non-step bottom boats.
3) Hull must have integrated into the design performance fins composed of 6061 marine grade extruded aluminum alloy welded to the side plate just above the chine and gusted for added support and longevity. The gusset and performance fins are not to penetrate the airtight hull at any point. Performance fins have a proven history of providing a stabilizing affect while cornering, enabling lift while planing and improving the efficiency and overall performance of the hull.
4) The craft must have full length, fully welded, concave performance strakes (not perpendicular) to allow increased water flow over the hull with less resistance in a downward direction creating lift and decreasing drag through the water to improve performance and fuel economy.

HULL STRUCTURE / ANGLED STRINGER SYSTEM

The hull structure must be comprised of an angled stringer system to protect against failure and improve durability. All of the ribs will tie in the bottom the hull to the centerline keel at an angle, (opposed to perpendicular) then into the stringers, chines, and transom. This allows the energy to be displaced over the largest area possible in softer angles, which results in lower fatigue on the hull, longer lifespan, and lower life-cycle costs.

FOAM COLLAR

A 100% Foam Collar System is required and designed to provide redundant level of buoyancy above and beyond the airtight hull design. These full buoyancy flotation collars are required to enable the boat to remain afloat with no additional flotation in the event of a catastrophic hull breach. The collar is to be 100% foam-filled. Air/foam hybrid collar will not be considered equivalent to the requirements due to its potential for failure. The specified foam must utilize a lightweight expanded bead polyethylene weighing no more than 1.2 pounds per cubic foot and must be closed cell as to not allow water to be absorbed. It must be chemically resistant to fuels and solvents. The foam must be enclosed in a minimum 50 oz per sq yard polyester-reinforced blended membrane. The collar must be designed to protect the entire side of hull, provide lateral stability and touch the water while at rest.

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 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.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-843
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 23, 2013

SUPPLIER CONTACT INFORMATION:

Contact Person: Steve Ingle

Title: West Coast Sales Manager

Telephone No.: (360) 674-7161 ext. 1156

Fax No.: (360) 674-7149

E-Mail Address: single@safeboats.com

24 Hour Contact No.: (360) 865-2400

FEDERAL DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds for $25,000 or more, and ***all sub recipients*** certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Transactions on funds 142 thru 152 (most notably 144) must be cleared of Federal Debarment before an award is made.

No award is to be made before debarment status has been reviewed and approved.

DEFINITIONS:

"Debarment Certification": A statement from a vendor or service provider that their company, and it's principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government. This certification can take the form of a signed letter, or a signature block within a procurement document or ASSA.

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, 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.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Track4LA® is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA® include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to Track4LA® at http://track4la.lacity.org/ and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

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.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA®. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the

duration of the contract.
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 Purchase Order, 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. 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 the Harbor 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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA® at http://track4la.lacity.org/.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, 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 Consultant's normal limits of liability but not less than **FIVE HUNDRED THOUSAND** Dollars (**$500,000.00**) 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 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, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA® at http://track4la.lacity.org/.

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 Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. 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. Vendor's insurance broker or agent shall submit for approval on Vendor's behalf said insurance to the City's online insurance compliance system Track4LA® at http://track4la.lacity.org/.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial) per conditions defined by the cover letter

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-843
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 23, 2013

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

Yes: _____ No: MC

manufacturer for boats. Authorized for other items

If bidder is not an authorized distributor/dealer, the bidder shall submit with of Certification from the manufacturer, stating that the manufacturer will ho 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.

ADDITIONAL QUANTITIES. The Harbor Department requests 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: December 2, 2013 or subject to negotiations

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

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.

CARE & CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

INSPECTION RESPONSIBILITY. Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

SITE MAINTENANCE & CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

DELIVERY POINT. F.O.B. Port of Los Angeles, Port Police, 300 E. Water Street, Wilmington, CA 90744.

DELIVERY. Delivery is required no later than June 1, 2014. The Harbor Department reserves the right to make award based on delivery time quoted.

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: 102250605.

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
Attn: connie Lape, Controller
ADDRESS: 8800 SW Barney White Road
Bremerton, WA 98312

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.

LOCAL BUSINESS PREFERENCE PROGRAM. The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of $150,000. The maximum preference shall not exceed $1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for

every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

(a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or

(b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

CONTRACT SOLICITATIONS CHARTER SECTION 470 (C) (12) 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 bid 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 City Ethics Commission (CEC) Form 55 to the awarding authority at the same time the bid is submitted (See Attachment). 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 a completed CEC Form 55 may be deemed nonresponsive. Proposers 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.

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 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) 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.

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

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-843
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: September 23, 2013

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**. 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 con-tract, 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.

17. **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.

18. **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 Bidder 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. 10/12-116