

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

BID NO. F-861 Page 1
Show this number on envelope

Contract No. 39704

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, WA ON THE 14 DAY OF April, 20114
City, State Date Month 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 [Signature] Printed Name Dennis Morris Printed Title Chief Executive Officer

Signature [Signature] Printed Name Ari Aristides Printed Title Chief Financial Officer



(AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

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

County of Kitsap
State of WA S.S.
Subscribed and sworn this date April 29, 2014
Barbara L. Mellegard
BARBARA L. MELLEGARD
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
April 29, 2014
City Attorney
BY [Signature]
Deputy Houterman

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-861

SUBMIT BID TO : Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744	BID DUE BEFORE 2:00 P.M. April 22, 2014
Buyer: : Juan Benitez, Procurement Supervisor (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
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Module RSN – 4 Neutron Detector with Helium-3 (3He)- (Grant Funded)

The Los Angeles Port Police Department will be purchasing two (2) Module RSN -4 Neutron Detectors including helium gas that will be permanently installed in an RS-7000 Gamma Neutron Radiation Detection system with federal grant funding in accordance with Los Angeles City Charter §375 and Los Angeles Administrative Code §10.18.

Delivery of product to be completed no later than May 1, 2014.

PRICES TO INCLUDE ALL CHARGES AND FEES (e.g. delivery/shipping) EXCLUDING SALES TAX.

1.	2	EA	Each	\$176,382.30 \$ 352,764.60
RSN-4 Neutron Detector , complete, including required He-3, with 4x3 He-3 tubes, each 32" active length; 2" diameter, 2.7 atm (pressure) supplied in polyethylene moderator and outer aluminum case. Manufacturer: "Radiation Solutions"				
Part No.: <u>NSO-LAPP13g</u>				
Mfr: <u>Radiation Solutions, Inc.</u>				

The two (2) Module RSN-4 Neutron Detectors including helium gas that will be permanently installed in an RS-7000 Gamma Neutron Radiation Detection system (Mobile Radiation Monitoring System) manufactured by Radiation Solutions, Inc. once assembled will complete the system to be installed on a 33' patrol vessels.

Note: the Port Police is seeking the neutron detector portion of the RS-700 system with the required helium. Detector must be complete including required He-3 gas.

The system provided must be compatible with the current RSI systems in use in the Los Angeles region.

REQ. NO.: Z-14-056A/11108 NOTIFY: 4/08/2014 JB: bh PAGE 2	STATE TIME OF DELIVERY: <u>10</u> DAYS AFTER RECEIPT OF ORDER TERMS <u>0%</u> DISCOUNT FOR PAYMENT WITHIN <u>n/a</u> DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1
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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-861

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: April 22, 2014

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

May 1, 2014 and properly invoice for such equipment immediately upon delivery.

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

GRANT FUNDING – FLOW DOWN REQUIREMENTS:

Full or partial funding for this project is provided through the Port Security Grant Program 2012; therefore, vendor/contractor agrees to comply with any Federal or State flow down requirement(s), as applicable, in the Code of Federal Regulations and Office of Management and Budget Circulars, including but not limited to Principles for Determining Allowable Cost (2 CFR Part 225), Davis Bacon Act and Labor Provisions (2 CFR Parts 1 and 5, respectively), Non-Procurement Suspension and Debarment (2 CFR Part 1200), and OMB Circulars A-87, A-102 and A-133. Further, vendor acknowledges that funding from this award is a federal-in-aid program funded by the U.S. Department of Homeland Security.

SUSPENSION AND DEBARMENT

Special Note for Agreements/Contracts Utilizing Federal and/or State Grant Funds:

The OMB Circular A-133, Suspension and Debarment federal requirements prohibit the Harbor Department from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.

Additionally, vendor agrees that its firm is not subject to debarment and suspension to any State, Local or Federal Government Agency.

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 its 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.

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CITY OF LOS ANGELES
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BID NO. F-861

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SUPPLIER CONTACT INFORMATION:

Contact Person: Steve Ingle

Title: National Accounts Manager

Telephone No.: (360) 674-7161

Fax No.: (360) 674-7149

E-Mail Address: single@safeboats.com

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

"OR EQUAL"

Whenever a particular product or brand name is specified, it shall be deemed to be followed by the words "or equal".

BUY AMERICAN

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

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.

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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.

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.

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product 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. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

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

Yes: X 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.

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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: n/a.

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.

CHEMICALS. AS DIRECTED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND THE HAZARDOUS SUBSTANCES INFORMATION AND TRAINING ACT OF 1980, VENDOR MUST PROVIDE A MATERIAL SAFETY DATA SHEET FOR ALL CHEMICALS FURNISHED. THE HARBOR DEPARTMENT RESERVES THE RIGHT TO REFUSE ALL DELIVERIES NOT ACCOMPANIED BY A MATERIAL SAFETY DATA SHEET.

DELIVERY POINT. PRICES TO INCLUDE ALL DELIVERY CHARGES, F.O.B. Port of Los Angeles, 3720 Stephen M White Dr. San Pedro, CA 90731.

DELIVERY. Delivery is required no later than 2 weeks ARO or sooner. 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 LLC, Attn: Connie Lape, Controller

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-861

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BID DUE BEFORE 2:00 PM ON: April 22, 2014

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.

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.

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-861
(SHOW THIS NUMBER ON ENVELOPE)

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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.

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:

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-861

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: April 22, 2014

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 contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
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



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
 Bid No. F-861 / Contract No. 39704

Date Bid Submitted:
 April 14, 2014

Description of Contract:
 Module RSN-4 Neutron Detector with Helium-3 (3He) - (Grant Funded)

Awarding Authority (Department):
 Los Angeles Harbor Department

BIDDER

Name: SAFE Boats International LLC

Address: 8800 SW Barney White Road, Bremerton, WA 98312

Email (optional): single@safeboats.com Phone: 360 674 7161

State Contractor ID: Not Applicable

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all 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: Scott Peterson Title: Chairman of the Board

Address: 8800 SW Barney White Road, Bremerton, WA 98312

Name: Dennis Morris Title: Chief Executive Officer

Address: 8800 SW Barney White Road, Bremerton, WA 98312

Name: Ari Aristides Title: Chief Financial Officer

Address: 8800 SW Barney White Road, Bremerton, WA 98312

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Not Applicable

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (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: Not Applicable Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: April 14, 2014

Signature: _____

Name: Ari Aristides

Title: Chief Financial Officer

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



SAFE Boats International
 8800 SW Barney White Rd
 Bremerton, WA 98312
 t: (360) 674-7161 f: (360) 674-7149

QUOTE

Number SICEQ1805
Date Mar 13, 2014
Expiration Date Jun 13, 2014
Salesperson Steve Ingle

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

Ship To	
Los Angeles Port Police	
John Octeau 425 South Palos Verdes Street	
San Pedro, CA 90731 USA	
Phone	(310) 221-4753
Fax	

Line	Code	Description	Qty	Ext. Price
1	NSO-LAPP13	Model RSN - 4 Neutron Detector. Complete Including Required He-3	2	\$352,764.60
		g Model RSN – 4 Neutron Detector with 4 x 3He tubes, each 32" active length, 2" dia, 2.7 atm supplied in polyethylene moderator and outer al case. Note: Detector is complete including required He-3 gas		

SubTotal	\$352,764.60
Tax	\$31,748.81
Shipping	\$0.00
Total	\$384,513.41

PO# 39704

**+HARBOR DEPARTMENT
PURCHASING AWARD APPROVAL**

Date: 4/22/14

Procurement Analyst: J. BENITEZ

Phone No.: (310) 732-3396

RFQ No.: F-861

Requisition No.: Z-14-056A (11108)

Description: MODULE RSN-4 NEUTRON DETECTOR w/ HELIUM-3 (GRANT FUNDED)

Annual Contract (YPO) One-Time Purchase Order

Awarded to: SAFE BOATS INTERNATIONAL LLC

Vendor No.: 1438

Address: 8800 SW BARNEY WHITE ROAD, BREMERTON, WA 98312
Street City State Zip Code

Contact Person: STEVE INGLE Telephone No.: (360) 674-7161

E-Mail Address: SINGLE@SAFEBOATS.COM Fax No.: (360) 674-7149

Est. (Annual) Amount: \$ 384,513.⁴¹

No. of awards from RFQ: _____ Item #'s on This Award: _____

Department Recommendation Attached "Price Catalog" Contract: Yes No

Reason For Award:

- 1. _____ Lowest Bidder and Complying with Specifications
- 2. _____ Lowest Bidder Complying with Specifications (award away from lowest bidder)
- 3. _____ Lowest bidder as a Whole
- 4. Only Bidder and Complying with Specifications (single or sole source)
- 5. _____ Only Complete Bidder
- 6. _____ Sole Source/ Negotiated Award (see Comments)
- 7. _____ One of _____ Equally Low Bidders
- 8. _____ Lowest Bidder Due to More Favorable Cash Discount Terms
- 9. _____ Lowest Bidder due to Application of Small Business Preference
- 9a. Amount of "SLB" Price Preference \$ _____
- 10. _____ Cooperative Purchase Arrangement

FOB Destination _____ FOB Origin: _____

Comments: PO AWARD TO: SAFE BOATS ONLY COMPLETE BIDDER COMPLYING WITH SPECIFICATIONS AFTER COMPETITION ATTEMPTED. Bid was Advertised. There is no other known equivalent/alternate source at this time

Bidder Protest Submitted: Yes No If yes, attach explanation and related documents.

REQUIREMENTS:

APPROVAL:

- N/A Union Notification
- N/A Charter 1022
- N/A Insurance Required
- N/A Small Business Preference
- Grant Funded

- [Signature] / Procurement Supervisor
- _____ / Director of Purchasing
- _____ / Executive Director
- _____ / City Attorney
- _____ / Board Approval

DATE: 4/22/14
 BUYER: J. Beritez
 ITEM DESCRIPTION: XO Communications for internet svcs , invoice 0259768813
 Bid No.: F-861, Bid Opened: Tuesday, April 22, 2014, 2 p.m.

RECAP

DEPT: Port Police
 REQ. NO.: Z-14-056A(11108)

ITEM	QTY	ITEM	UNIT PRICE	Ext. Price	ITEM	UNIT PRICE	Ext. Price	ITEM	UNIT PRICE	Ext. Price
VENDOR: SAFE Boats VENDOR NO.: ADDRESS: Bremerton, WA FAX: PHONE: 360-674-7161 QUOTED BY: Net 30 days Leadtime: 10 days aro DELIVERY DATE: DEL. CHARGE: F.O.B.: dest S.L.B.: n										
VENDOR: VENDOR NO.: ADDRESS: FAX: PHONE: QUOTED BY: TERMS: N/30 0.00% Leadtime: DELIVERY DA: DEL. CHARGE: F.O.B.: dest S.L.B.: no										
VENDOR: VENDOR NO.: ADDRESS: FAX: PHONE: QUOTED BY: TERMS: N/30 0.00% Leadtime: 75 days aro DELIV DATE: DEL. CHARGE: F.O.B.: dest S.L.B.: no										
VENDOR: VENDOR NO.: ADDRESS: FAX: PHONE: QUOTED BY: TERMS: N/30 0.00% Leadtime: DELIV DATE: DEL. CHARGE: F.O.B.: dest S.L.B.: no										
1.	2	RSN-4 Neutron Detector including He-	\$ 176,382.30	\$ 352,764.60						\$ -
		Subtotal		\$ 352,764.60						\$ -
		DISCOUNT								\$ -
		SLB Discount								\$ -
		Local Bus Pref(8%)								\$ -
		TOTAL		\$ 352,764.60						\$ -
		Tax @ 9.00%		\$ 31,748.81						\$ -
		Total w/ Tax		\$ 384,513.41						\$ -
Comments:										
AWARDED TO: SAFE Boats										
VENDOR # 1438										
P.O. # 39704										
ITEMS 1										
REASONS PO awarded for SAFE Boats, only complete bidder complying with specifications after competition attempted. There is no other known equivalent/alternate source at this time.										