

TO: HARBOR DEPARTMENT PURCHASING OFFICE

SUBMIT BID TO: 500 Pier "A" Street, Berth 161
Wilmington, CA 90744

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: Marysville, WA ON THE 27 DAY OF August, 2012
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Pacific Skiffs, Inc. dba Pacific Boats

Phone 360-658-7111 Fax 360-657-3998

Address PO Box 1249, Marysville, WA 98270
Street City State Zip

[Signature] Dan King President
Signature Printed Name Printed Title

Signature Printed Name 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 King
State of Washington S.S.

Subscribed and sworn this date August 22, 2012

Notary Public
State of Washington
VIVIAN V CANCIO
My Appointment Expires Apr 4, 2018
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
9/10, 2012

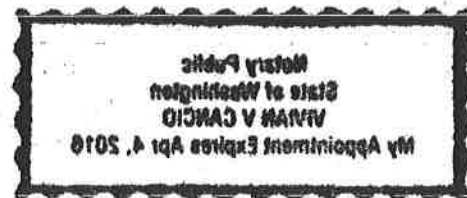
City Attorney
BY [Signature] Deputy

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.

THE END

No. 285 Rev. 7/12-116



FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-809

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.
August 28, 2012**

**BIDS WILL BE PUBLICLY
OPENED**

MD 8-9-12
Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890

**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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1.	1	EA				EA	\$ 158063.00	\$ 158063.00
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BARGE, SKIFF, with Cabin, bow picker, 25' 6" x 15', in accordance with attached Drawing/Specifications No. RC02-X1-2012-13.

State Make, Model and Year Quoting: 2013 Pacific Bow Picker Barge

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.

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.

REQ. NO.: E-130247 NOTIFY: Anthony Pitucci 8/9/12 MD:fo PAGE 2	STATE TIME OF DELIVERY: <u> 120 </u> DAYS AFTER RECEIPT OF ORDER TERMS <u> 0 </u> % DISCOUNT FOR PAYMENT WITHIN <u> -- </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-809
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: August 28, 2012

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: January 31, 2013.

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.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

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.

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.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, C&M Garage, Stores Warehouse, Berth 161, Wilmington, CA 90744.

DELIVERY. Delivery is desired within **10** days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

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.

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

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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: Pacific Skiffs, Inc. dba Pacific Boats
ADDRESS: PO Box 1249
Marysville, WA 98270

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.

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.

SUPPLIER CONTACT INFORMATION:

Contact Person: Dan King OR Julie Parks
Title: President Manager
Telephone No.: 360-658-7111
Fax No.: 360-657-3998
E-Mail Address: sales@pacificboats.com
24 Hour Contact No.: 206-715-5902

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

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shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

ETHICS CLAUSE

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

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

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-809
(SHOW THIS NUMBER ON ENVELOPE)

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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: _____

Exhibit F



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

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):

F809

Date Bid Submitted:

August 27, 2012

Description of Contract:

25'6" x 15' Bow Picker Skiff/Barge with cabin

Awarding Authority (Department):

Harbor Department Purchasing Office

BIDDER

Name: Pacific Skiffs, Inc. dba Pacific Boats

Address: PO Box 1249, Marysville, WA 98270

Email (optional): sales@pacificboats.com **Phone:** 360-658-7111

State Contractor I.D.: 601-577-436 (WA State UBI)

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 I.D., 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: Dan King **Title:** President

Address: 7812 175th Str SW, Edmonds, WA 98026

Name: _____ **Title:** _____

Address: _____

Name: _____ **Title:** _____

Address: _____

Name: _____ **Title:** _____

Address: _____

Name: _____ **Title:** _____

Address: _____

Name: _____ **Title:** _____

Address: _____

additional sheets are attached.

Bidder is an individual with no principals.



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

Bidder Contributions

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 I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: NONE

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

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

Subcontractor: _____

Address: _____

State Contractor I.D. (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.

LOCAL BUSINESS PREFERENCE PROGRAM (If Applicable)

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.

AFFIDAVIT OF COMPANY STATUS (If Applicable)

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Bidder Description Form is true and correct and includes all material information necessary to identify and explain the operations of

Pacific Skiffs, Inc., dba Pacific Boats


Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura 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. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
Printed Name: Julie Parks

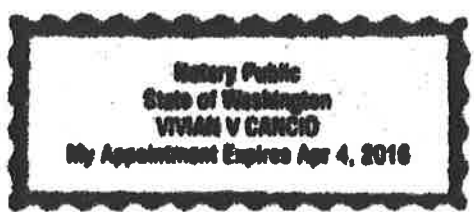
Title: Manager
Date Signed: 8-24-12

NOTARY:
On this 27th day of August, 2012, before me appeared Julie Parks to me personally known, who being duly sworn, did execute the
Name

foregoing affidavit, and did state that he/she was properly authorized by:

Pacific Skiffs Inc to execute the affidavit and did so as his or he free act and deed.
Name of Firm

SEAL



Notary Public: Vivian V. Cancio
Commission Expires: 4/4/2016

Bidder Description Form (If Applicable)

BIDDER:

Contract Title: 25'6" x 15' Bow Picker Skiff/Barge with cabin
Business Name: Pacific Skiffs, Inc. Award Total: \$ 158063.00
Local Business Enterprise: YES _____ NO x (Check only one)
Address: PO Box 1249
City/State/Zip: Marysville, WA 98270
Telephone: (360) 658-7111 FAX: (360) 657-3998
Contact Person/Title: Julie Parks
Email Address: sales@pacificboats.com

SUBCONTRACTOR:

Business Name: NONE Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR:

Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR:

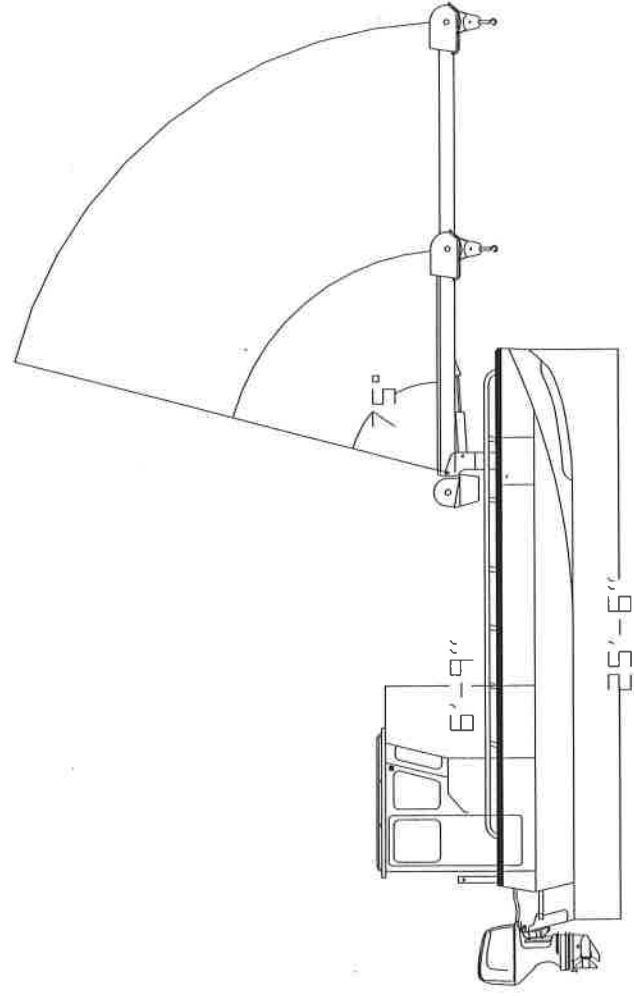
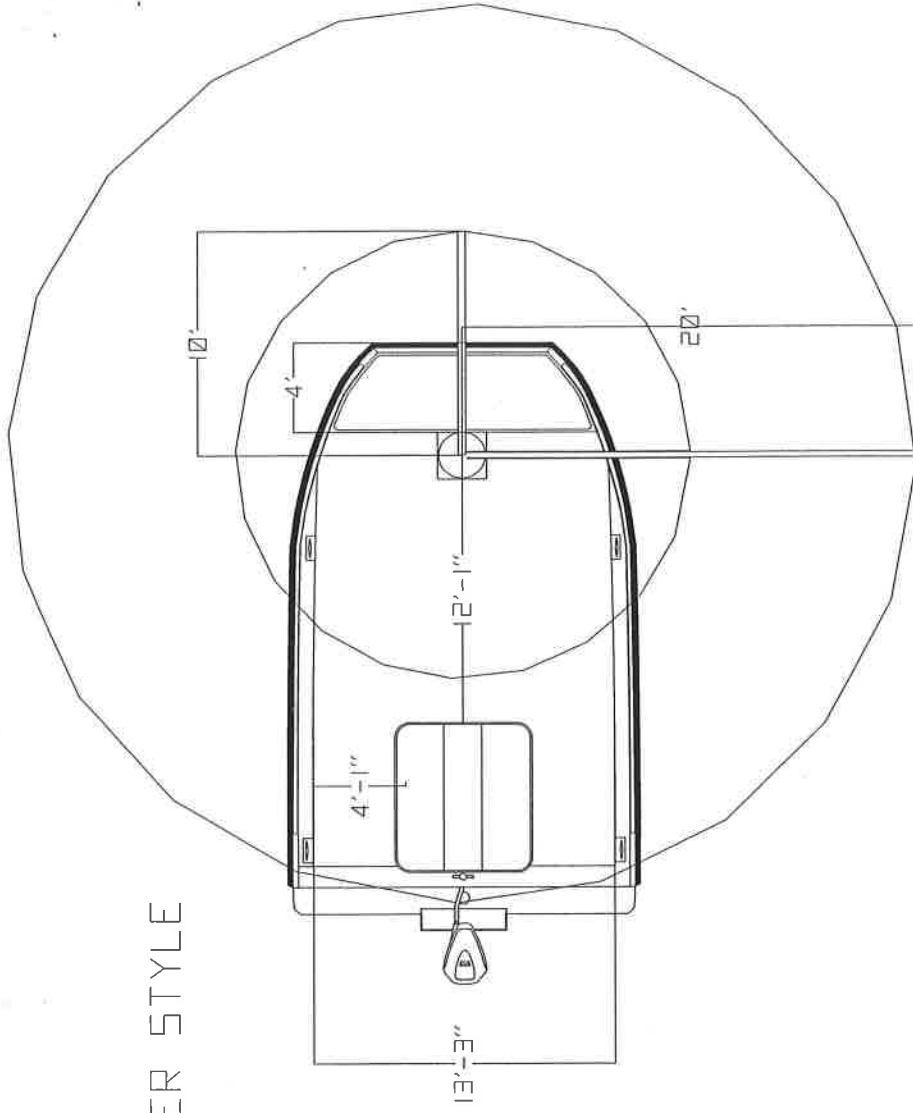
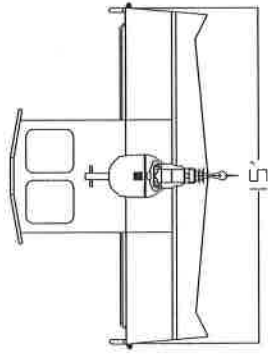
Business Name: _____ Award Total: \$ _____
Services/goods to be provided: _____
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

*Attach additional sheets if necessary

PORT OF LA

25'6" X 15' AFT CABIN BOW PICKER STYLE

DATE 8/24/12



2013 PACIFIC BOW PICKER

AUTO CRANE S005H

July 25, 2012

VERSION NO. 1

FY13 Asset ID #0510-02

HARBOR DEPARTMENT

SPECIFICATION NO. RC02-X1-2012-13

DESCRIPTION: 25'6'' x 15' Bow Picker Skiff/Barge with cabin

GENERAL: It is the intent of this specification to describe in a general form the requirements of the equipment and options desired. Equipment of equal performance and capability, but differing in detail from the specification may be considered providing it meets the intent of the specifications. When specifications for a particular item(s) are not defined, the manufacturer's standards are satisfactory.

Bidder must indicate with a check mark, in the spaces provided, after each item, if they COMPLY with the specifications for that item. If they do not comply, each deviation must be described in the space that follows. If insufficient space, indicate "see attached" and describe all deviations on an attachment to the bid. Make sure all deviations are labeled to identify the item for which the deviation is taken. A cover letter must be included indicating that deviations to the specifications are in a separate attachment to the bid. Failure to properly complete this required information may result in bid being rejected as non-responsive.

<p>ITEM REQUESTED: The intent of this specification is to describe in general a 25'6'' x 15' Bow Picker Skiff/Barge with Cabin.</p> <ol style="list-style-type: none"> 1. Shall be complete with all standard equipment described in manufacture's published literature as well as special accessories described herein. 2. Shall be completely serviced and ready for use prior to inspection and delivery. 3. Vessels of equal performance and capability, but differing in detail from the specification may be considered providing it meets the intent of the specification. 4. Bidders offering alternate equipment shall submit complete detailed information on the unit offered in order that a thorough analysis can be made of the bid. When specifications for particular item(s) are not defined, manufacturer's standards are satisfactory. 	<p>Comply: (x) Deviation:</p>
<p>OVERALL LENGTH: 25 feet, 6 inches (maximum)</p> <p>OVERALL WIDTH: 15 feet (maximum)</p>	<p>Comply: (x) Deviation:</p>
<p>ENGINE: One Honda BF225hp 4-stroke engine – turnkey includes:</p>	<p>Comply: (x) Deviation:</p>

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1. Remote control
2. Electric start
3. Power trim & tilt
4. Binnacle controls
5. Key switch
6. Tach/hr meter
7. Trim meter
8. Fuel gauge
9. Pro-X control cables
10. 2 OPTIMA batteries
11. Racor fuel/water filter
12. Stainless prop
13. Rigging/installation

STANDARD FEATURES:

1. .250" 5086 hull plating on bottom,
2. sides and deck weld in aluminum self-bailing deck with non-skid coating,
3. 150 gal fuel tank centerline (below deck),
4. 6 ea welded-on 10" cleats (placement to be determined),
5. 2.5" gunwale pipe,
6. 2" Sch 80 Pipe for gunwale tie rail,
7. 1500gph bilge pump w/auto float switch, zinc,
8. 30" transom, double bow eye

Comply: (x)
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DESCRIPTION: 25'6" x 15' Bow Picker Skiff/Barge with cabin

Cabin:

1. 60''w x 60'' long
2. 81'' headroom
3. fixed windows all around
4. swing doors – port & starboard (locking)

Comply: (x)
Deviation:

Seating: Seat/storage box (no cushions)

Comply: (X)
Deviation:

STEERING:

1. SeaStar hydraulic steering (single ram)
2. 6 spoke stainless wheel w/foam grip

Comply: (x)
Deviation:

Options:

1. Auto Crane Model 5005H w/13hp Honda power pack with combo electric/pull start
2. Push knees with Heavy Duty 3'' D-Rubber on knees only
3. Tow Post located aft of cabin

Comply: (x)
Deviation:

ELECTRICAL:

1. 8-position Blue Sea waterproof switch panels
2. 12v power point
3. electric horn
4. LED navigation lights & anchor light (USCG approved)
5. 2 pantograph wiper systems
6. 2 OPTIMA batteries in boxes with Blue Sea battery management panel on dash and automatic charge relay

Comply: (x)
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VESSEL LICENSE/REGISTRATION:

The vendor shall make the necessary arrangements to transfer title of the equipment/vehicle and apply for exempt license.

The vendor shall provide the following completed documents to the DMV to register vessel on behalf of the Harbor Department: Request for Exempt License (Form Reg 5050), and Application for Title or Registration (Form Reg 343).

Prior to presenting forms to the DMV, vendor shall submit aforementioned forms to the Director of Port Construction and Maintenance for signature; call (310) 732-3560 or 3403 for an appointment.

The registered owner shall be shown exactly, as outlined below, on all forms where the registered owner is listed (using abbreviations exactly as shown):

HARBOR DEPARTMENT
CITY OF LOS ANGELES
500 Pier "A" St., Berth 161
Wilmington, CA 90744

The vendor shall provide documentation from the Department of Motor Vehicles, at the time the vessel is delivered, as evidence of having applied for registration/license.

Comply: (X)

Deviation:

WARRANTY:

1. The manufacturer's maximum standard warranty shall apply for not less than 12 months from the date of 'in-service' on parts and craftsmanship.
2. Bidders shall submit a copy or full statement of the standard warranty with the bid.

Comply: (X)

Deviation:

MANUALS, BOOKS, CERTIFICATES, and KEYS: The following are required to be provided at the time the vessel is delivered and all costs should be included in the bid price.

1. Two (2) complete and accurate engine technical service manuals, books or CD's.

Comply: (X)

Deviation:

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- 2. Two (2) complete and accurate electrical technical service manuals, books or CD's.
- 3. Two (2) complete and accurate emissions systems technical service manuals, on CD ROM Disk.
- 4. Two (2) complete and accurate parts manuals.
- 5. One line set invoice.
- 6. Six (6) complete sets of keys.

INSPECTION: The vendor shall notify the Mechanical Repair General Supervisor, or Equipment Repair Supervisor, Equipment Repair Section, Construction and Maintenance Division, Harbor Department, City of Los Angeles, at (310) 732-3560 or 3403, not less than five (5) days in advance, that the equipment is ready for the following inspections:

- 1. For vendors located within a 90-mile radius of the Harbor Department, the pre-delivery inspection of the completed equipment shall be at the dealer's location.
- 2. For vendors located outside of a 90-mile radius, the pre delivery inspection shall be done at the Harbor Department's Berth 161 location. If discrepancies are found, the vendor will be responsible for all transportation costs for the return of the item back to the vendor's location for resolution.
- 3. Final inspection at the point of delivery.

Comply: (x)
Deviation:

DELIVERY: Equipment to be delivered to the Harbor Department, Construction and Maintenance Division, 500 Pier "A" Street, Berth 161, Wilmington, California 90744.

Comply: (x)
Deviation:

FINAL NOTES:

- 1. The Harbor Department is exempt from payment of Federal Excise Taxes and will furnish vendor with tax exemption certification upon request.

Comply: (x)
Deviation:

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DESCRIPTION: 25'6" x 15' Bow Picker Skiff/Barge with cabin

2. Vendor to indicate:

a. Contact Person: Dan King

b. Phone Number: 360-658-7111

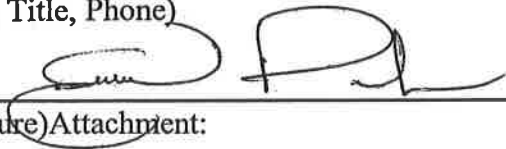
c. Fax Number: 360-657-3998

3. Dealer to present transfer papers at the Construction and Maintenance Division, Administrative Office, Berth 161, 500 Pier "A" Street, Wilmington, CA 90744, to obtain signature authorizing transfer of vehicles(s) prior to processing to the Department of Motor Vehicles.

SUBMITTED BY:

Julie Parks, Manager 360-658-7111

(Name, Title, Phone)



(Signature) Attachment: