

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

BID NO. F-1211 Page 1
Show this number on envelope

Contract No. 40052

1. COMPLETE CONTRACT

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

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

3. AMOUNT TO BE PAID

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

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

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

5. DECLARATION OF NON-COLLUSION

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

6. LEGAL JUSTIFICATION

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

EXECUTED AT: La Verne, CA ON THE 20th DAY OF June, 2024
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Haaker Equipment Company
Phone (909) 598-2706 Fax (909) 598-1427
Address 2070 N. White Ave. La Verne CA 91750
Street City State Zip
Signature [Handwritten Signature] Printed Name MATTHEW WOODS Printed Title V.P. SALES
Signature [Handwritten Signature] Printed Name Tom Haaker Printed Title Secretary

(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 _____ State of _____ S.S. Subscribed and sworn this date _____, 2024 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 <u>2/19</u> , 2024 City Attorney BY _____ Deputy
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REQUEST FOR BIDS

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-1211

<p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p>	<p>BID DUE BEFORE 2:00 P.M. JUNE 21, 2024</p>
<p>Buyer: Jacquelyn L. Estrada, Procurement Analyst Email: jestrada@portla.org</p>	<p>BIDS WILL BE PUBLICLY OPENED</p>

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

EV STREET SWEEPER

Bids are requested for the one-time requirements of the Los Angeles Harbor Department ("Department" or "City") for an Electric-Powered (EV) Street Sweeper** to be furnished and delivered as may be required from the effective date of the Contract.

PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

Line	Description	Taxable	UOM	Qty	Unit Cost	Extended Cost
1	EV Street Sweeper per Specification 278-88	Y	EA	1	\$ 867,000.00	\$ 867,000.00
1C	n/a	Y	EA	1	\$ n/a	\$ n/a
2	Common Carrier Freight Costs	N	LOT	1	\$ 6,000.00	\$ 6,000.00
3	Delivery by Vendor	Y	LOT	1	\$ 500.00	\$ 500.00
4	Documentation and Registration Fees		LOT	1	\$ 450.00	\$ 450.00
5	Tire Fees		LOT	1	\$ 250.00	\$ 250.00
Grand Total (Excluding Sales Tax)					\$ 874,200.00	

****Full Specifications Per "Attachment A"**

REQ. NO.: E-24-1089 (94600) NOTIFY: I. Salcedo PAGE 2 052324 JLE	STATE TIME OF DELIVERY: 400-475 DAYS AFTER RECEIPT OF ORDER TERMS DISCOUNT FOR PAYMENT WITHIN 30 DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1 – WET SIGNATURES REQUIRED
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OPTIONS

PER ATTACHMENT A

BIDDERS' INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, Bidders ("Contractor", "Vendor", "Supplier") shall complete and return all Quotation documents requested by the Los Angeles Harbor Department, 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 Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

MAKES, MODELS AND BRAND NAMES. Makes, Models and 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.

If bidding a comparable item, the specified Make, Model, and Brand Name must be furnished in the shaded space labeled "C" above, unless otherwise specified by bidder.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – <http://www.portoflosangeles.org/> and the Los Angeles Regional Alliance Marketplace for Procurement website – <https://www.rampla.org/s/> . It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

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, power and internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

PRE-AWARD CONFERENCE. Prior to award of contract, the vendor may be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to ensure successful administration of the contract.

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

AWARD OF CONTRACT. Bid shall be subject to acceptance by the Department for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The Department 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.**

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.

BID RECAPS. Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

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CONTRACTUAL TERMS SECTION

SUPPLIER CONTACT INFORMATION FOR DELIVERY AND PAYMENT ISSUES.

Contact Person: Michael Frias
Title: Division Sales Manager
Telephone: (909) 222-5031
Email Address: michael.frias@haaker.com

SUPPLIER CONTACT INFORMATION FOR WARRANTY AND REPAIR ISSUES.

(If Different from Above)

Contact Person: Michael Eatmon
Title: Service Manager
Telephone: (909) 721-8259
Email Address: michael.eatmon@haaker.com

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

Yes:  No: _____

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, troubleshooting, and correcting problems that are traceable to the manufacturer.

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

WARRANTY. Terms of warranty on new materials offered. Free PARTS AND SERVICE (LABOR) for defective materials and workmanship for the following time period after goods and/or work have been accepted:

Materials: 2 Years

Please attach additional warranty terms with bid, if applicable.

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BUSINESS HOURS:

Vendor to indicate business hours:

Monday-Friday: 7:00 A.M. to 4:00 P.M.

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

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

RECYCLED PRODUCT CONTENT.

Bidder shall provide the following information with its Quotation.

Is Recycled Product Available (Tires Only): Yes No

If yes, state brand, model and/or cat. no:

Recycled content: _____%

Post-consumer waste: _____%

Secondary waste: _____%

DELIVERY

DELIVERY POINT. Unless otherwise quoted, prices to include all delivery charges, F.O.B. the Harbor Department, Port of Los Angeles, 500 Pier A Street, Warehouse, Wilmington, CA 90744, or as directed by Department personnel.

NOTIFICATION. The vendor shall notify Mark Arca of the Harbor Department at MArca@portla.org not less than five (5) days in advance that the Unit is ready for the following inspections: (1) Pre-delivery inspection of completed vehicle, (2) Final inspection at point of delivery.

SHIPPING CHARGES. Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

DELIVERY CHARGES – BY VENDOR. Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

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FINANCIAL CLAUSES

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

SALES TAX PERMIT. A valid California State Board of Equalization Seller's Permit Number is required to collect California State Sales Tax.

Permit Number: 14-625717. N/A (Sales Tax will not be Invoiced.)

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.**

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.

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

Both Bidder's Legal Address and Remittance Address are located within the State of California - Withholding Forms Not Required.

Withholding Forms Attached

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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. **New vendors will be required to supply their BTRC/VRN Number upon award and prior to payment.**

BTRC Number: 413652-71

VENDOR PAYMENT. Please note: Vendor name and address must be submitted exactly as they will appear on the invoice(s). **Please provide a copy of your firm's IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: Haaker Equipment Company

REMIT TO: ADDRESS: 2070 N. White Avenue
La Verne, CA 91750

AR EMAIL: AccountsReceivable@haaker.com

Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the Purchase Order, or as indicated in the space above, will not be processed and will be returned to the vendor.

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

NEW AND UNUSED, VEHICLE. The vehicle and/or equipment furnished shall be new and unused, current model, with standard factory fittings, trim, and accessories unless otherwise noted. Said vehicle and/or equipment shall not have been used for any other prior service or as a demonstrator.

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

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

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

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

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

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 Department 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 Department thereby.

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.

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES. It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will

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use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

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.

SWEAT-FREE PROCUREMENT POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

ETHICS. 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

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

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

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP). **PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

VENDOR'S RAMP ID Number(s): 215040

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Contractor may request in writing that specifications be modified if its provisions restrict Contractor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All Contractors 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. Contractor 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 Contractor. The City may make combined award of all items complete to one Contractor or may award separate items to various Contractors. Contractors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless Contractor 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 Contractor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the Contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, Contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of

REQUEST FOR BIDS

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-1211
(SHOW THIS NUMBER ON ENVELOPE)

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

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

THE END

No. 285 Rev. 07/15-116

Department Supervisor	Sign & Date
Fleet Manager PM CODE	Sign & Date
Tech Services Review	Sign & Date

ATTACHMENT "A"

**April 25, 2024/w/iws
PR No.**

**CITY OF LOS ANGELES
SPECIFICATION**

**Spec No. 278-88
Budget Ref. No. 240208**

SWEEPER, STREET, ELECTRIC

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>GENERAL SCOPE: The Port of Los Angeles is seeking a Class 7 or 8, 100% Battery Electric Vehicle (BEV), Street Sweeper to meet the daily demands to be used under extreme condition. The machine must be able to start and complete a full (8) eight-hour work day and return to location without being charged. Must meet all State and local regulations.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>
<p>FRAME: Frame shall meet all FMVSS and DOT regulations. Shall be engineered for street sweeping and have all necessary bracing and structure to support sweeping apparatus and accessories.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>
<p>BEV MOTOR/TRANSMISSION EQUIPMENT: Shall have an all-electric drive motor. Shall be able to achieve and maintain a 55 m.p.h. freeway speed with a 30 % grade ability.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>
<p>BATTERY PACK: Shall have a battery to complete an 8-hour scheduled workday at full operation.</p>	<p>Comply : <input checked="" type="checkbox"/> 395 KV Deviation: <input type="checkbox"/></p>
<p>BRAKES: Shall have ABS brakes.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>

April 25, 2024 /w/iws
Spec No. 278-88

<p>STEER AXLE: Shall have a front steer with (2) two wheels. A three-wheeled vehicle will not be considered.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>DRIVE AXLE: Shall be a single rear drive axle. Shall have rear axle Comfort Suspension. Final gear ratio will be selected</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>TIRES AND WHEELS: Tires shall be Yokohama, Michelin, or Goodyear mounted on ALCOA aluminum wheels for weight reduction. On dual rim applications all rims must be the same. Mixing steel and aluminum rims will not be accepted. <u>Spare Tire:</u> One (1) spare tire assembly of the same size and brand as the ones mounted on the truck. Must be same rim, furnished loose.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>CAB: Shall have steering column assembly with tilt and telescoping. Seat shall be Heavy Duty Sears C2 air ride seat. Seats shall be "Asphalt" cloth/Fabriform seats with high visibility color seat belts for air ride seats. Cab steps shall be 18-inch (maximum) from ground to step and shall be full length of the door entry. Cab shall be dust and weather sealed.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>INSTRUMENTATION: Shall have a digital dash, displaying MPH/KPH. Display shall be a dual drive 8-inch Samsung minimum. Shall have modern camera system to allow driver to monitor vehicles perimeter and blind spots while in the cab.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>DOORS AND MIRRORS: Shall have a standard steel door panel with electric and heated mirrors. Shall also have spot mirrors.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>AIR PIPING: Shall have a Bendix AD-IS air dryer for a BEV.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>

April 25, 2024 /w/iws
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<p>ELECTRICAL: Shall have an ECCO-575 or equal, rated at 107 decibels; back up alarm to detect reverse drift movement. All electrical circuits shall have circuit breaker protection devices. All switches controlling auxiliary equipment shall have a control relay that feeds power to the auxiliary equipment. All electrical component ratings shall be compatible and appropriate for the equipment they control. Shall be able to be charged with Standard SAE J1772 plug, Level II and a Level III fast charger.</p>	<p>Comply : <input checked="" type="checkbox"/></p> <p>Deviation: <input type="checkbox"/></p>
<p>PAINT: Cab and body shall be painted or powder coated standard white; chassis shall be painted or powder coated chassis black.</p>	<p>Comply : <input checked="" type="checkbox"/></p> <p>Deviation: <input type="checkbox"/></p>
<p>VEHICLE TURN ABILITY: Vehicle shall have a Maximum turn radius from SAE tire centerline to tire centerline in 25 feet (+/- 5%); curb to curb-in 26 feet (+/- 5%) and wall to wall-in 27 feet (+/- 5%).</p>	<p>Comply : <input checked="" type="checkbox"/></p> <p>Deviation: <input type="checkbox"/></p>
<p>SWEEPER: Shall be a variable height right side dumping with a minimum 4.5 Cubic Yard hopper minimum. Shall have trailing arm side brooms. Shall have left and right gutter brooms.</p>	<p>Comply : <input checked="" type="checkbox"/></p> <p>Deviation: <input type="checkbox"/></p>
<p>BROOMS SIDE AND MAIN (Rear): Shall be an aluminum 46-inch vertical digger with 7 segments. With an air floating suspension, adjustable reach and speed, control external to cab. Left and right broom shall be able to tilt. Shall include a heavy-duty side broom plates with wear guard and side broom pins to lockout broom when servicing. Main broom shall have a heavy-duty spring suspension with grease able cantilevers and heavy-duty grease able tow arms and main broom stall alarm. Shall have a rear broom cover and anti-carryover wrap along with a spray bar.</p>	<p>Comply : <input checked="" type="checkbox"/></p> <p>Deviation: <input type="checkbox"/></p>
<p>CONVEYOR: Shall be a hardened chain conveyor with polyurethane sprockets. Shall be an 11-flight squeegee with rubber edging and heavy-duty elevator covers. Be an independent lift from main broom. To include three-piece replaceable wear plates, stall alarm and a flush out system. Be capable to raise the conveyor in reverse. Elevator to rotate for operator wash down shall have a separate control switch in cab.</p>	<p>Comply : <input checked="" type="checkbox"/></p> <p>Deviation: <input type="checkbox"/></p>
<p>DIRT SHOES: Shall be heavy duty, double row carbide steel dirt shoes.</p>	<p>Comply : <input checked="" type="checkbox"/></p> <p>Deviation: <input type="checkbox"/></p>

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<p>HOPPER: Hopper shall be variable high dump 4.5 Cubic yards minimum with an inspection door, a window and skylight. Shall have a hopper up indicator and beep. Shall have a hopper up safety lockout, must be approved to pass DOT brake test, and a hopper up alarm in cab. Hopper lift grease bank shall be located on Left/Right hand side accessible from ground level for servicing/elevator grease "Zerk" fitting. Hopper shall have a Lifetime Warranty. Shall have elevator and hopper flusher.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>HYDRAULICS: Shall have a hydraulic oil level gauge with external thermometer and in cab level light. Shall have Hydraulic Pump shut off valves. Include low hydraulic level shut off and additional hydraulic tank vent. Hydraulic tank drain valve shall be located on end of hydraulic drain hose for ease of service.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>LIGHTS AND WARNING LIGHTS: Shall have automatic backup lights, LED stop/turn/tail lights. Shall have one flood light per broom. Shall have five (5) LED work lights minimum: one for the hopper, one for the water fill, one per side broom and two for the main broom. Shall have a Whelen amber warning light located on top of the cab mounted with a heavy-duty mounting bracket, switch and indicator shall be in the dash. Shall have four (4) Whelen LED strobes, two per side. Shall have four (4) LED Whelen strobes mounted on rear of unit (two vertical and two horizontal). Shall have LED arrow stick. Warning lights shall cover a 360 degree view. If components prevent the 360 degree view additional strobes must be added to comply. All lighting shall comply with the mounting and orientation instructions of Division 12, Chapter 2, of the State of California Vehicle Code, and the Federal Motor Vehicle Safety Standards (FMVSS), as last revised.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>WATER TANK: Shall have a molded Polyethylene water tank, with 250-gallon capacity minimum. Tank shall have anti-siphon, shall have a water level indicator in the cab. Shall have an electric drive water pump. There shall be a water tank access for cleaning/water tank drains located at lowest level and limb guard. Water fill hose shall have a hydrant coupling and rated at 600 PSI. Shall be fifteen feet long minimum. Shall include hydrant wrench.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>

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<p>WARRANTY: Shall include minimum warranty on body parts and labor for two-years or 4000 hours. One year or 2000 hours warranty on chassis. Five-year warranty on EV battery. Two-year warranty on drive axle. Lifetime warranty on Hopper (rust damage). Five-year warranty on Hopper lift mechanism. Ten-year warranty on the water tank. If during the normal life expectancy the unit or a component meets any fleet failure rate to any other customer, The Port of Los Angeles expects the unit to be included in any recall, replacement, or remedy solution in response to the failure rate. with any units sold, even if the Port of Los Angeles did not experience the failure.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>
<p>ADDITIONAL EQUIPMENT:</p> <ol style="list-style-type: none"> 1. Longer/Larger mud flaps. 2. Slow moving Vehicle emblem on rear of unit. 3. Sudden stop or turn decals at rear of unit 4. Upgraded camera with monitor. 5. Hopper camera and LHS camera. 6. Spare tire 7. Four sets of keys, keyed alike 8. Certified weight ticket. 9. Complete Spare filter kit (chassis and sweeper) 10. Two Operator manuals, manual holder located in cab. 11. One Parts and service manual. 12. Warranty Placard installed in cab. 	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>
<p>LIGHTING: All lighting shall comply with the mounting and orientation instructions of Division 12, Chapter 2, of the State of California Vehicle Code, and the Federal Motor Vehicle Safety Standards (FMVSS), as last revised.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>
<p>WIRING: All new wiring, and all wiring that is exposed, shall be installed in flexible non-metallic conduit, with crimped connectors, and properly insulated. All wiring shall be of adequate size to carry designed electrical load without excessive voltage drop. All wiring passing through partitions or bulkheads shall have a rubber grommet at that point for chafe protection. All wiring shall be routed and secured to prevent damage from abrasion and heat. All wiring shall be color or number coded. Color or number coding shall be continuous throughout circuit, from beginning to end. All electrical circuits shall have circuit breaker protection devices.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>

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<p>WELDING: Welding fillets shall have good penetration, good fusion, good appearance, and shall show no cracks or undercutting.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>WORKMANSHIP: All workmanship, welding, and construction to be in the best manner of the trade. Shall be subject to inspection and approval by Port of Los Angeles.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>PAINTING REQUIREMENTS: All unwelded seams shall be sealed. All metalwork shall be thoroughly cleaned. At least one coat of primer, fog coat and finish coat shall be applied with sufficient drying time between coats to produce a good finish, free of runs. All paintwork shall be sprayed.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>COLOR: Entire machine shall be painted "T009-WH11" Polyester Gloss Smooth White. Cab, cab interior, hood, fenders, body, body interior, and all grill work not chromed shall be painted Factory White, acrylic enamel. If using a factory color cab, vendor shall call the Harbor representative for approval of the color. Interior trim and seat color shall be factory recommended colors.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>RETRO REFLECTIVE SHEETING: Shall be "Scotch lite" diamond grade conspicuity sheeting series 980. Shall have 2" x 6" alternating block pattern of red and white installed on the sides and rear perimeter.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>
<p>VEHICLE REGISTRATION Sweeper shall be delivered with all proper documentation, exempt license plates to drive legally on highways.</p>	<p>Comply :<input checked="" type="checkbox"/> Deviation:<input type="checkbox"/></p>

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<p>TRAINING: Vendor shall provide a qualified instructor(s) to conduct training classes for a minimum of: Two (2) four (4) hour work day of instruction for Harbor mechanical personnel; and One (1) four (4) hour work day of instruction for Harbor operating personnel. Training shall be at Port Of Los Angeles work locations which may require classes on both day and evening shifts. Such classes shall include complete operation, maintenance, testing, tune-up and trouble-shooting on the components provided with the delivered equipment. NOTE: Training class outline and material shall be submitted for approval prior to classes being scheduled. Contact: Kenneth Heinsius (310) 732-3065, at Port Of Los Angeles Vendor contact person name: <u> Matt Muinch </u> Vendor telephone number: <u> (909) 721-7639 </u></p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>
<p>OPTION A: 125 kWh LEVEL III CHARGER Shall be a J11772 CSS1 charge port Level III DC 125KW charger capable of charging a 240 kWh battery to 80%.</p>	<p>Comply : <input type="checkbox"/> Deviation: <input checked="" type="checkbox"/></p>
<p>OPTION B: 60 kWh LEVEL III CHARGER Shall be a J11772 CSS1 charge port Level III DC 60 kW charger capable of charging a 240 kWh battery to 80%.</p>	<p>Comply : <input type="checkbox"/> Deviation: <input checked="" type="checkbox"/></p>
<p>OPTION C: STAINLESS STEEL HOPPER Shall be a 100% Stainless Steel Hopper capable of a minimum of 4.5 Cubic yards.</p>	<p>Comply : <input checked="" type="checkbox"/> Deviation: <input type="checkbox"/></p>

ATTACHMENT B

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

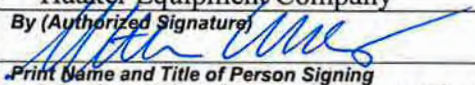
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

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

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed) Haaker Equipment Company		City of LA Business Tax ID # (or n/a) 0000413652-0001-5
By (Authorized Signature) 		
Print Name and Title of Person Signing Matthew Woods, V.P. Sales & Marketing		
Date Signed 6/21/2024	CITY EMPLOYEE USE ONLY: (Signature) (Print Name)	

OPTION #2: EXEMPTION

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

Vendor Name/Financial Institution (printed)		City of LA Business Tax ID # (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Signed	CITY EMPLOYEE USE ONLY: (Signature) (Print Name)	

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

The Harbor Department defines an 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, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor 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 Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

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

Haaker Equipment Company
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 contract."

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 an LBE.

Signature: _____



Title: V.P. Sales & Marketing

Printed Name: Matthew Woods

Date Signed: 6/21/2024

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

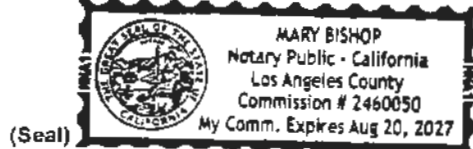
On June 21, 2024 before me, Mary Bishop - Notary Public
(insert name and title of the officer)

personally appeared Matthew Woods
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Mary Bishop



This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP) F-1211	Awarding Authority (Department awarding the contract) HARBOR
Bidder Name Haaker Equipment Company	
Address 2070 N. White Avenue, La Verne, CA 91750	
Email Address mattw@haaker.com	Phone Number (909) 598-2706

Certification

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

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

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Matthew Woods
Name


Signature

V.P. Sales & Marketing
Title

6/21/2024
Date

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): F-1211 Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
EV STREET SWEEPER

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: Haaker Equipment Company

Bidder Address: 2070 N. White Avenue, La Verne, CA 91750

Bidder Email Address: mattw@haaker.com Bidder Phone Number: (909) 598-2706

Schedule Summary

Please complete all three of the following:


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

Certification

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

Matthew Woods

Name



Signature

V.P. Sales & Marketing

Title

6/21/2024

Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Robin Haaker Title: President / CEO
 Address: 2070 N. White Avenue, La Verne, CA 91750

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address
N/A

Please check one of the following options:

This subcontractor has one or more principals. [] Yes* [] No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____
Address: _____

Name _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name _____ Title: _____
Address: _____

[] Check this box if additional Schedule B pages are attached.

HAAKER

EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750

(909) 598-2706 ~ haaker.com



PROPOSAL
June 21, 2024

TO: PORT OF LOS ANGELES
500 PIER "A" STREET
WILMINGTON, CA 90744

ATTN: MR. DAVE COMBER
(310) 732-3794

In Accordance With Your Request, We Are Pleased To Submit The Following Proposal For Your Consideration And Approval Based On The [Sourcewell Cooperative Purchasing Agreement – Contract # 093021-ELG.](#)

ONE (1) NEW ELGIN BROOM BEAR ALL ELECTRIC EV STEER STREET SWEEPER

Variable Height, Right Side Dumping, 4.5 Cu. Yd. Hopper, Trailing Arm Side Brooms, Dual Steering, Mounted On A 2025 Battle Motors All Electric Chassis, Two Speed Transmission, 399 KV Battery Pack Located Behind Cab, Air Disc Brakes, (Chassis Spec Attached).

EQUIPMENT INCLUDED:

- Broom side, 46" steel vertical digger 4 or 5 segment
- Broom side, air floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, 11 flight squeegee with rubber edging
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, spring assisted, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hose, hydrant fill, 16' 8" with coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Sidebroom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- 1 Year Parts and Labor Warranty
- AM/FM/CD Radio
- Sweeper Painted Standard White
- Red Logo
- Sweeper - Operator Manual
- Sweeper Parts Manual
- LED Stop/Turn/Tail Lights

- Paint Vehicle Yellow RAL 1007
- PM 10Compliant Water System
- Left Hand Side Broom Tilt
- Right Hand Side Broom Tilt
- Water Side Broom Function in Cab Control
- Slow Moving Vehicle Sign
- Life Liner Hopper System Warranty

COMPLETE UNIT PURCHASE PRICE FOB POLA: \$ 867,000.00

All Pricing Is Plus 9.5% Sales Tax (Los Angeles) Includes Delivery And Training

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 15 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 400-475 Days **TERMS:** Net 10 or Approved Lease

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: Matt Muinch **DATE:** _____

MATTHEW MUINCH
SALES REPRESENTATIVE

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Stainless Steel Hopper Warranty: Limited Life Time warranty to the original owner for corrosion perforation, and is subject to and provided that said hopper is used, maintained, cleaned and serviced in accordance with the published instructions provided by ESCO at the time of delivery of the machine.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

1. The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for): Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

"NOTE" The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120

9-28-16

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>HAAKER EQUIPMENT COMPANY</p>	
	<p>2 Business name/disregarded entity name, if different from above</p> <p>TOTAL CLEAN</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>2070 N WHITE AVE</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>LA VERNE, CA 91750</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
9	5	-	2	7	5	6	0	6	4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/22/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.