

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

BID NO. F-1194 1

Show this number on envelope

Contract No. 40036

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 addenda, 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" according to the terms and conditions. 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: City of Industry, CA ON THE 23rd DAY OF February, 2024  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Quinn Company

Phone 562-463-4000 Email tmykris@quinncompany.com

Address 10006 Rose Hills Rd. City of Industry CA 90601  
Street City State Zip

Michelle Locke Michelle Locke CFO  
Signature Printed Name Printed Title

Jim Sands Jim Sands VP  
Signature Printed Name Printed Title

(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>February 23</u> , 2024 City Attorney BY <u>[Signature]</u> Deputy
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# FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1194

**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.  
FEBRUARY 23, 2024**

**BIDS WILL BE PUBLICLY  
OPENED**

**Buyer:** Jacquelyn Estrada, Procurement Analyst

**Email:** [JEstrada@portla.org](mailto:JEstrada@portla.org)

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.

## HEAVY CONSTRUCTION AND AGRICULTURAL EQUIPMENT, AND ACCESSORIES

An agreement is requested for the Annual Requirements of the Los Angeles Harbor Department ("Department" or "City") for the above-referenced goods and equipment for a term of one (1) year, commencing at the execution of the agreement, with two (2) one-year renewal options, subject to the approval of the Board of Harbor Commissioners. This Request for Cooperative Agreement is in accordance with State of Minnesota Sourcewell Contract 011723-CAT ("Sourcewell Contract"), with Caterpillar Inc., per City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a)(8) for the purchase of the Los Angeles Harbor Department requirements for: **Heavy Construction and Agricultural Equipment, and related accessories.**

**PRICES QUOTED ARE IN ACCORDANCE WITH STATE OF MINNESOTA SOURCEWELL CONTRACT 011723-CAT, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a)(8), AND ARE TO INCLUDE ALL DELIVERY CHARGES AND FEES, EXCLUDING SALES TAX.**

The terms of the Sourcewell Contract, accessible at the following URL:

<https://www.sourcewell-mn.gov/cooperative-purchasing/011723-CAT#tab-contract-documents>, are incorporated herein. To the extent that the terms and conditions of the Sourcewell Contract are in conflict with the terms and conditions contained in this contract, the terms and conditions of this contract will govern.

**PRICING.** Pricing per State of Minnesota Sourcewell Contract 011723-CAT "Pricing Documentation", accessible at the following URL: <https://www.sourcewell-mn.gov/cooperative-purchasing/011723-CAT#tab-contract-documents>

Prices to include all charges and fees, excluding sales tax.

REQ. NO.: E-24-0068  
NOTIFY: D. Orozco  
JLE 013124  
Prev: F-1145/39987

**BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.**

# FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1194  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, FEBRUARY 23, 2024**

## **BIDDER'S INSTRUCTIONS**

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, Bidder ("Contractor", "Vendor", "Supplier") shall complete and return all Quotation documents requested by the 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.

**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 – [www.portoflosangeles.org](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.

**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, power and internet outages, mail delivery delays, 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.

**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.

**SPECIFICATION CHANGES.** If any provisions of the Specifications preclude bidder from submitting a bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Buyer or Director at least five (5) working days before the 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 the bid.

**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 the bid.

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

**FORMAL REQUEST FOR COOPERATIVE AGREEMENT**

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**CONTRACTUAL TERMS SECTION**

**VENDOR CONTACT INFORMATION FOR CONTRACTUAL ISSUES.**

Contact Person: SONJA HOWRANY  
Title: ASSOCIATE COUNSEL  
Telephone: 562-463-4057  
Email Address: SONJA.HOWRANY@QUINN+GROUP.NET

**VENDOR CONTACT INFORMATION FOR PRICE QUOTES.**

Contact Person: Tony Mykris  
Title: Governmental Sales  
Telephone: 562-463-4000  
Email Address: tmykris@quinncompany.com

**BUSINESS HOURS:**

Vendor to indicate business hours:

Monday-Friday: 8:00 A.M. to 5:00 P.M.  
Saturday: 8:00 A.M. to 12:00 P.M.  Closed  
Sunday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.  Closed

**SURVIVABILITY.** Contracts awarded using the authority provided by the Sourcewell Contract will survive the Sourcewell Contract itself. As a Customer purchasing the materials and services, the Harbor Department will continue to receive ongoing service from the contracted Vendor at the agreed upon Sourcewell Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing Sourcewell Contract through that final term and any subsequent renewals and extensions.

Upon the Contract termination, the Harbor Department and the Vendor may agree to further extend a placement. Such further extensions shall not be for more than twelve-month terms, and the Department will reserve the right to terminate these placements with 30 days' written notice and without termination penalties.

**WARRANTY.** Terms of warranty on new equipment, materials, and services offered (if applicable). Free PARTS and SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment and/or services have been accepted:

Parts/Equipment: One year unlimited hours-Machine



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**AUTHORIZED DISTRIBUTOR/DEALER.**

Bidder must indicate if it is an authorized distributor/dealer for the goods being quoted (please check one and initial).

Yes: AM                       No: \_\_\_\_\_

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer(s), stating that the manufacturer(s) will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer(s) 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(s).

**DELIVERY.** Please specify delivery terms for supplies, equipment, materials and accessories.

one Days after receipt of order (ARO) for normally-stocked items.

TBD Days after receipt of order for special-order and non-stock items.

**DELIVERY POINT.** Unless otherwise specified, prices to include all delivery charges, F.O.B. the Harbor Department, 90731 or 90744 – location as directed by Department personnel.

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

**SHIPPING CHARGES – COMMON CARRIER.** Shipping/Freight charges for parts, equipment, and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

**DELIVERY CHARGES – BY VENDOR.**

Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

**RENEWAL OPTIONS.** State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one (1) or two (2) years, from the date of expiration, under the same terms and conditions of the Sourcewell Contract.

Please complete, check one and initial for EACH option.

AM                       YES       NO      Option granted for one (1) additional year.

AM                       YES       NO      Option granted for second (2<sup>nd</sup>) additional year.

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In the event that the Harbor Department contract should survive the originating Sourcewell Contract, the following shall apply:

**For Price Catalog Items:**

Line item(s) which reflect a percentage discount/mark-up from a manufacturer's price list shall retain the same percentage discount/mark-up.

**For fixed priced line item(s):**

State the following options for the respective renewal period:

**Please complete, check one and initial for EACH option.**

AM     YES     NO    Option granted for one (1) additional year at a price increase not to exceed 5 %.

AM     YES     NO    Option granted for second (2<sup>nd</sup>) additional year at a price increase not to exceed 5 % over first (1<sup>st</sup>) option year prices.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts and Purchasing. No increase will be granted without prior approval of the Director of Contracts and Purchasing.

**MISCELLANEOUS PURCHASES.** The Harbor Department requests the option to purchase miscellaneous related materials and services, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one:

Option Granted     Option Not Granted    INITIAL: AM

**FINANCIAL CLAUSES**

**ESTIMATED EXPENDITURE.** Total expenditures under this contract are estimated to be \$1,500,000.00 annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners.

**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 No. is required to collect California State Sales Tax.

Permit Number: SRY97-799366     N/A (Invoices will not include Sales Taxes)

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**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.

**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.

**BTRC Number: 0002036698**

**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.** Please confirm the remit address for invoice payment below:

COMPANY: Quinn Company

REMIT TO: ADDRESS: PO Box 849665  
Los Angeles, CA. 90084-9665

A/R EMAIL: ACHPAYMENTS@QUINNCOMPANY.COM

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

**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:

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- 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**

### **STATUTORY AND GENERAL REQUIREMENTS**

**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 goods or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

#### **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.

#### **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 offica 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 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



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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](http://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, attached.

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE).** It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

**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.

## **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. Vendors who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles>.

RAMP ID Number(s): 5658

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BID NO. F-1194

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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 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.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

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

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

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

Materials shall be listed separately on invoices covering repairs or installation service.
- The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.
- This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
- Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.
- In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.
- Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

**NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of 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.

# FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

**BID NO. F-1194**  
(SHOW THIS NUMBER ON ENVELOPE)

**BID DUE BEFORE 2:00 PM ON: FRIDAY, FEBRUARY 23, 2024**

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 after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days' written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

# Bidder Certification

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

Original Filing

Amendment: Date of Signed Original 11/10/22 Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP) <b>F-1194/40036</b>	Awarding Authority (Department awarding the contract) <b>HARBOR</b>
Bidder Name <b>Quinn Company</b>	
Address <b>10006 Rose Hills Road, City of Industry, CA 90601</b>	
Email Address <b>tmykris@quinncompany.com</b>	Phone Number <b>562-463-4000</b>

## 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.

Michelle Locke

Name

  
Signature

CFO

Title

2/5/2024  
Date



# Prohibited Contributors (Bidders)

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

Original Filing       Amendment: Date of Signed Original 11/10/22 Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): F-1194/40036 Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**HEAVY CONSTRUCTION EQUIPMENT**

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: Quinn Company

Bidder Address: 10006 Rose Hills Road, City of Industry, CA 90601

Bidder Email Address: tmykris@quinncompany.com Bidder Phone Number: 562-463-4000


## Schedule Summary

Please complete all three of the following:

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

<p><u>Michelle Locke</u> Name</p> <p><u>CFO</u> Title</p>	<p> Signature</p> <p><u>2/5/2024</u> Date</p>
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**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: Blake Quinn Title: Chairman  
Address: 10006 Rose Hills Road, City of Industry, CA 90601

Name: Parker Quinn Title: President & CEO  
Address: 10006 Rose Hills Road, City of Industry, CA 90601

Name: Spencer Quinn Title: Sr. Vice President  
Address: 10006 Rose Hills Road, City of Industry, CA 90601

Name: Henry Quan Title: Executive Vice President  
Address: 10006 Rose Hills Road, City of Industry, CA 90601

Name: Michelle Locke Title: Vice President & CFO  
Address: 10006 Rose Hills Road, City of Industry, CA 90601

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Check this box if additional Schedule A pages are attached.

# 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 DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) <b>QUINN COMPANY</b>		City of LA Business Tax ID # (or n/a) 0002036698
By (Authorized Signature) <i>[Signature]</i>		
Print Name and Title of Person Signing <b>Michelle Locke</b>		
Date Signed <b>2/5/24</b>	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) 0002036698
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Signed	CITY EMPLOYEE USE ONLY: (Signature) (Print Name)	

BUYER

PURCHASING  
USE ONLY


**LOS ANGELES HARBOR DEPARTMENT  
PURCHASE  
REQUISITION**

DATE:	1/24/2024
REQUISITION NO.	E-240068

SUGGESTED VENDOR(S) Quinn Company 10006 Rose Hills Rd. City of Industry, CA 90601	LAST P.O. NO. 38987	COMMENTS/ NOTES:
SHIP TO: C&M Division, 2 <sup>nd</sup> Fl.		

LINE NO.	QUANTITY	UNIT	ACCOUNT	CENTER NO.	PROGRAM	JOB/FACILITY	WORK ORDER NO.
			55010	0510	000	Various	Various
ITEM NAME, FULL DESCRIPTION, MAKE, MODEL, AND CATALOG NUMBER							
Request new annual contract with two one-year renewals for heavy construction equipment, agricultural equipment with related accessories to be provided to the Harbor Department for the period of April 11, 2024 through April 10, 2025. This contract is in accordance with the Sourcewell Contract No. 011723-CAT.							

FOR PURCHASING  
2-14-22

Risk Management insurance assessment required?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this purchase funded in part or whole by grant fund?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
DATE NEEDED BY: 04/10/2024	ESTIMATED TOTAL: \$1,500,000	
FOR FURTHER INFORMATION CALL: Dave Orozco (Ext. 3403)		
<p><b>If this request is over \$100,000 approval by Division Head <u>and</u> Deputy Executive Director is required.</b></p>		
SIGNED DIVISION HEAD 	SIGNED DEPUTY EXECUTIVE DIRECTOR <i>Dina Aryan-Zahlan</i>	REQUISITION NO. E-240068