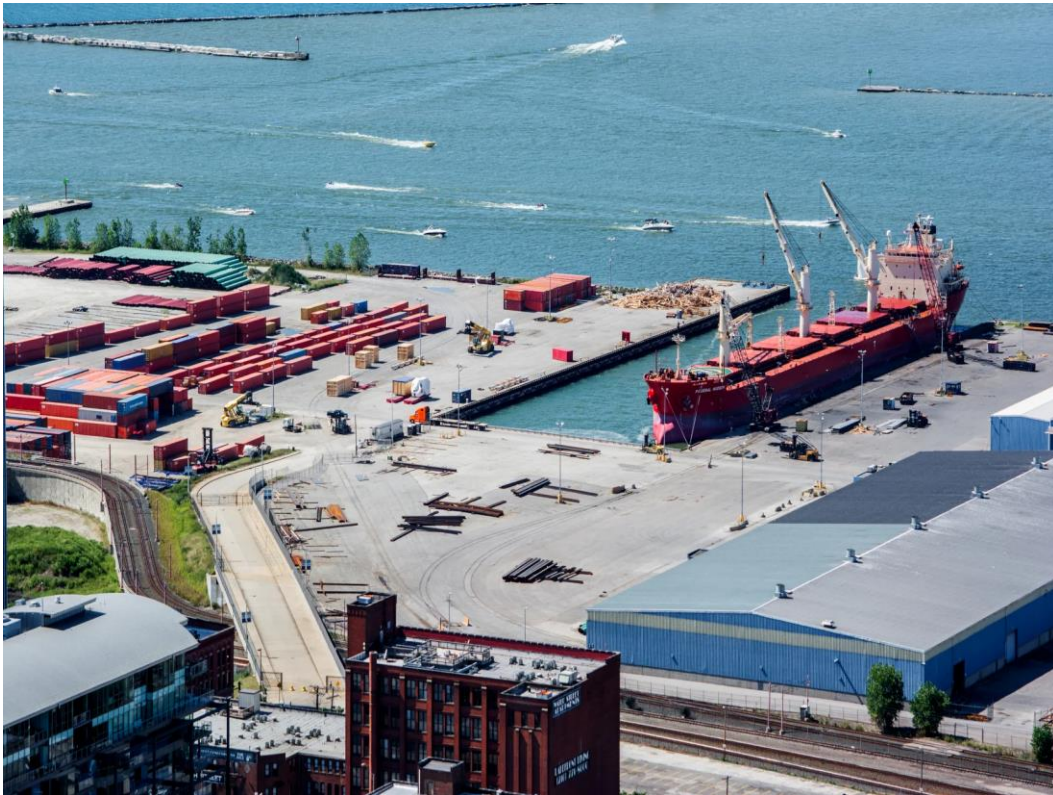




REQUEST FOR BIDS

RFB #2025-003

SOLAR PHOTOVOLTAIC SYSTEM

PORT OF CLEVELAND

Port of Cleveland Background & History

The Cleveland-Cuyahoga County Port's (Port) General Cargo Terminal (Terminal) is the international gateway for cargo entering/exiting the region via maritime transport through the Saint Lawrence Seaway System. The shipping terminal pre-dates the construction of the Saint Lawrence Seaway. In 1956, Dock 28 was constructed in its current location and configuration. Since that time, additional docks have been constructed moving east to west towards the Cuyahoga River.

The General Cargo Terminal routinely handles a diverse mix of cargo, primarily cargo imported from Europe, including specialty breakbulk cargo, such as steel coil, tin plate, and various steel shapes/plate, and specialty project cargos, including oversized heavy machinery. The General Cargo Terminal is also home to a regularly scheduled containerized cargo liner service, the Cleveland-Europe Express (CEE), which has regularly scheduled sailings between Cleveland and Antwerp. On the west end of the Terminal are two cement silos that distribute cement imported from Canada to local ready-mix concrete companies. In 2023, the Port received over 40 Great Lakes cruise ship day stop calls at the Terminal and started a new operation involving the transfer of oleochemicals from ship direct to rail through a newly constructed facility within this Terminal.

Project Background

The Port was awarded funding under the United States Environmental Protection Agency (USEPA) Clean Ports program to deploy zero-emission (ZE) equipment and renewable energy that will improve air quality for Cleveland communities, reduce greenhouse gas (GHG) emissions, and build a foundation for the Port to rapidly decarbonize in the coming years, while achieving significant cost and time savings by leveraging the Port's extensive work to prepare its facilities for emission-free infrastructure. The overall project consists of the following:

- Electric forklifts, reach stackers, and associated charging equipment
- Electric mobile harbor crane
- Electric tugboats and associated charging equipment
- Shore power
- Warehouse A Rooftop Solar and Microgrid —solar power and battery energy storage

By leveraging partners and implementing innovative ZE equipment through many different areas of port operations, the Port will serve as a catalyst for transformational change for local freight operations, benefiting communities both adjacent to the Port and throughout the region.

- This effort leverages the Port's current preparation of its facilities for emission-free infrastructure, chief of which is the Port's "electrification hub," a medium-voltage central connection point for all energy entering and leaving the Port's premises. The hub will provide the Port with reliable and modern connections for shore power, vehicle and equipment charging, and renewable energy. The hub also includes site work that will provide direct cost savings to the Clean Ports project, including conduit duct banks in support of proposed shore power and mobile harbor crane (MHC) infrastructure and a 6.6kV switchgear connecting to the proposed shore power installation. The hub is funded by FY22 Port Infrastructure Development Program (PIDP) and Ohio Maritime Assistance Program (MAP) funds and is currently undergoing detailed design to finish construction by 2026.

Equipment Technical Specifications and Requirement Summary

The Port is planning to install a solar photovoltaic (PV) system of approximately 2.15MW on and/or in the vicinity of the Warehouse A building. The system will be 1000V DC and roof-mounted to standing seam metal roof. The system shall be compliant with the Build America, Buy America (BABA) Act, and meet the detailed technical specifications in Attachment A .

In this section a summary of the main features is described below:

General Requirements for PV system

- 1000V DC
- Roof-mounted to standing seam metal roof
- Size: Approximately 2.25 MW DC of Crystalline Silicon

BABA Compliance Documentation (2 CFR 184)

- Manufacturer Self-Certification Letter:
 - Product was manufactured in the US (include location(s): City and State)
 - Cost of the components that are mined, produced, or manufactured in the US is greater than 55% of the total cost of all components
 - List of foreign-sourced components (e.g., metal frames, backsheet).
 - Signature of qualified manufacturer representative
- Steel/Iron Mill Certificates (proving US melting/pouring).
- Example Manufacturer Certification Letter:

<https://www.epa.gov/system/files/documents/2024-12/example-manufacturer-certification-letter.pdf>

Certification Letter Template for Manufactured Products

<https://www.epa.gov/system/files/documents/2025-01/baba-manuprod-cert-letter-template.pdf>

Certification Letter Template for Iron and Steel Products

<https://www.epa.gov/system/files/documents/2025-01/baba-ironsteel-cert-letter-template.pdf>

Submission Instructions and Questions

This RFB is open to any qualified individual or firm with experience in supplying, configuring, and integrating specialized marine equipment and components relevant to achieving the specifications listed in the Technical Requirements Evaluation Sheet (Attachment D).

The Grant agreement and corresponding federal regulations require that all procurement for materials and services be in compliance with federal procurement standards set forth in 2 CFR Sections 200.318 thru 200.327, which, among other things, require competitive processes, prohibition of conflicts of interest, non-discrimination, equal opportunity, and the inclusion of certain provisions in the award of contracts, as provided in Appendix II to 2 CFR part 200. The Port incorporates by reference all the requirements in 2 CFR Sections 200.318 through 200.327 and Appendix II to 2 CFR Part 200.

RFB Schedule
RFB Issuance: October 30, 2025
Deadline for Vendor Questions: November 13, 2025 @ 5:00pm EST. Responses will be returned to all Bidders via Addendums posted to the Port Authority's website on or before close of business on November 20, 2025. If no Addendums are posted, then no questions shall be assumed to have been tendered.
RFB Submission Deadline: December 1, 2025 @ 4:00pm EST
Anticipated Award Date: December 9, 2025

Late submittals will not be considered. Statements not meeting the requirements of this RFB may be deemed non-responsive at the sole discretion of the Port.

Submission Requirements

- a) Electronic Submission: PDF + Excel files via email to: Bryan Celik at bryan.celik@portofcleveland.com with copy to Mandy Bishop via email at mbishop@forward-momentum.com.
- b) Point of Contacts: Questions and inquiries sent to Mandy Bishop at mbishop@forward-momentum.com with copy to Bryan Celik. at bryan.celik@portofcleveland.com.

Instructions to Vendors and Bid Structure- Vendors shall submit:

1. Qualification documents
 - a. Cover Letter with Company Profile: Provide the company name, headquarters address, supplying location (if different) general telephone number, and primary contact person for your organization. Include a brief history of your organization, specifying the type of business entity and listing Corporate Officers or Owners. Follow the order as presented below
Information may span multiple pages and must be on the company letterhead.
 - i. Company Name:
 - ii. Corporate Headquarters (HQ) Address:
 - iii. Supplying Location Address (if different than HQ):
 - iv. General Telephone Number:
 - v. Primary Contact:
 - vi. Primary Contact Telephone Number:
 - vii. Primary Contact Email Address:
 - viii. Company History
 1. Include year of formation
 2. Overview
 - ix. Business Entity Type (e.g., LLC, Corporation, etc.):
 - x. State of Registration for Business Entity:
 - xi. Corporate Officers:
 - xii. Signature of Officer with authority to Bind the Vendor into a Contract
 - b. Past projects (relevant references): Describe your firm's experience being regularly engaged in the design and production of solar photovoltaic products for a minimum of 5-years.

Similar photovoltaic products shall have been in satisfactory commercial or industrial use for 5-years prior to bid opening and shall have been on sale on the commercial market through advertisements, manufacturers' catalogs or brochures during the 5-year period. . At a minimum the vendor shall demonstrate at least 3 successful projects sized at 2MW DC or greater within the last five years. Include relevant details such as project description, equipment type, quantity, total cost, client name, order date, delivery date, and client contact information. Follow the order as presented below. Information may span multiple pages. The Port shall contact client references to verify successful implementation. Failure to submit this information may be grounds for bid rejection or determination that a Vendor is unresponsive and irresponsible.

- i. Brief Project Description:
 - ii. Equipment Type(s):
 - iii. Quantity(ies):
 - iv. Total Cost:
 - v. Month/Date Ordered:
 - vi. Month/Date Delivered:
 - vii. Client Contact Information:
 1. John Smith
 2. Title
 3. Organization
 4. Phone: Country Code + XXX-XXX-XXXX
 5. Email: john.smith@port.com
 6. Physical Address
- c. Submit proof of compliance with requirements of UL, where material or equipment is specified to comply. The label of or listing in UL Electrical Construction Directory will be acceptable evidence. In lieu of the label or listing, a written certificate from an approved nationally recognized testing laboratory (NRTL) equipped to perform such services, stating that the items have been tested and conform to the requirements and testing methods of Underwriters Laboratories may be submitted.
- d. Financial stability

The vendor does not need to submit all of these items but simply choose one (1) that is the best fit for the company and best represents your financial stability.

- i. Audited or Reviewed Financial Statements
 1. What to submit: Your most recent audited financial statements (balance sheet, income statement, cash flow).
 - ii. Bank Reference Letter
 1. What to submit: A letter from your bank confirming the length of your relationship, average balance, and that your accounts are in good standing.
 - iii. Bonding or Line of Credit
 1. What to submit: Documentation of bonding capacity or an available line of credit. We do not need a bond submitted with this project.
2. Executed non-collusion affidavit forms (Attachment B)

3. Tax disclosure documentation (Attachment C)

4. Technical Requirements:

- a. Technical Requirements Evaluation Sheet (Attachment D)
- b. Supporting BABA documentation
- c. Applicable PV module datasheet
- d. List of exceptions to specifications
- e. Confirmation of anticipated manufacturing slot
- f. Copy of product warranty with manufacture date.

5. Bid Pricing:

- a. Required elements: Vendors are requested to propose all items (Item #1 and #2 in below Pricing Schedule) of the project scope to be deemed responsive to this RFB. The Vendor shall submit a bid based on the number of solar modules to meet the desired 2.15MW DC system.
- b. Pricing: Submit a Lump Sum Fixed Fee (Stipulated Sum) for the proposed equipment, inclusive of all procurement, delivery, and applicable coordination costs. Utilize the pricing schedule below:

Item #	Item Description	Price
1	Solar Photovoltaic Modules	\$_____ / per module
2	Packaging and Shipping	\$_____
	Total Cost	\$_____

- c. Payment terms
 - i. 30% within two weeks of contract signature
 - ii. 60% prior to production
 - iii. 10% within two weeks of delivery
- d. Warranty: Provide industry-standard warranties for all equipment and associated services. Clearly specify warranty durations and coverage terms.

Project Schedule

The selected vendor shall adhere to the Project schedule identified below unless noted otherwise in the submitted bid. These dates are the maximum allowed delivery timeline.

- 1. Factory Tests Date: March 15, 2026
- 2. Delivery Date: April 15, 2026

a. Shipping Terms: DDP or ExWorks

Vendors shall submit a schedule for equipment procurement, delivery, and any required coordination.

Site Security & Safety

A project health, safety, and security plan shall be required for this Project and will be included as a requirement of the Contract. All vendors shall familiarize themselves with the safety and security requirements of the Port 's Tariff and the Health, Safety, & Environment plan: [Port Tariff and HS&E.pdf](#)

A copy of the Port 's health and safety plan is available upon request for review.

The vendor shall be responsible for complying with the Terminal's security plan, which requires all personnel to obtain their TWIC credentials to obtain access: [Security - Port of Cleveland](#)

Legal and Disclaimers

1. Any potential conflicts of interests shall be clearly communicated prior to the submission of a bid and these conflicts may be considered by the Port when RFBs are evaluated. Please attach executed non-collusion affidavit forms (Attachment B) & tax disclosure documentation (Attachment C) with submitted bids.
2. Except for the points of contact above, potential responders are cautioned not to communicate with Board Members, employees of the Port or its representatives during the pendency of this RFB until an award is made. Violations of this requirement could result in disqualification of the firm or individual involved.
3. The Port reserves the right to reject any or all responses to this RFB and to waive any informalities or irregularities in the submission process. All materials submitted in response to this RFB become the property of the Port and may be subject to public disclosure. The Port assumes no liability to any person or entity for the costs incurred in responding to this RFB.
4. All responsible and responsive bids shall be considered. The Port reserves the right to meet with any Vendor after the Bid Opening Date but prior to the awarding of the Contract to ascertain the responsiveness of the bid and responsibility of the Vendor.
5. For reference, the Port's draft agreement is included in Attachment F.

Buy America, Build America Requirements The procurement shall comply with the Build America, Buy America ("BABA") Act provisions incorporated into the Grant Agreement and provided in full text below. The BABA provisions are subject to any waivers that the EPA has granted, or may grant in the future, with respect to the applicability of BABA to the Clean Ports Program.

All projects under this competition are subject to the domestic sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) when using federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States. The BABA preference requirement applies to all of the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award for identified EPA financial assistance funding programs.

These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in Federally funded infrastructure projects must be produced in the United States, as defined in P.L. 117-58 § 70912(6). The recipient must implement these requirements in its procurements, and this article must flow down to all subawards and contracts. For legal definitions and sourcing requirements, the recipient must consult the EPA's Build America, Buy America website.

Clean Ports Program grants are subject to the requirements of BABA, which requires applicants to comply with Buy America preference requirements or apply for a waiver for each infrastructure project. The following potentially eligible projects under this competition meet the definition of “infrastructure” and are subject to Buy America preference requirements under BABA:

- *Structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging equipment.*
- *Any other permanent public structure that meets the qualifies as “infrastructure” as addressed in OMB Memorandum M-24-02 and 2 C.F.R. section 184.4(c).*

Questions regarding BABA applicability to this procurement should be directed to the Port. See EPA’s “Build America, Buy America” general term and condition for additional requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

The Vendor acknowledges that it understands the procurement shall comply with BABA which requires all the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States including iron and steel, manufactured products, and construction materials provided by the Vendor pursuant to this Agreement.

The Vendor hereby represents and warrants to the Port that:

1. the Vendor has reviewed and understands the Build America, Buy America Requirements,
2. all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements and
3. the Vendor will provide any further verified information, certification or assurance of compliance with this paragraph as may be requested by the Port or the EPA.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Vendor shall permit the Port, or the EPA to recover as damages against the Vendor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Port, or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Port).

Noncollusion Provision. Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Port of Cleveland

Solar Photovoltaic System – Request for Bids (RFB #2025-003)

Supplemental General Conditions

DEFINITIONS The word “Buyer” means the Port identified as the “Bill To” entity on the face of this purchase order. The word “goods” as used herein shall mean, without limitation, the products, articles, services, materials and/or equipment described on the face hereof. The term “Customer” refers to the Customer of the Buyer, who may be the end user of the goods. All references to Buyer in this Agreement will be deemed to be references only to the Port identified as “Buyer” herein. Vendor acknowledges that Buyer will be solely responsible for its own obligations and performance under any purchase order or other agreement entered into under these terms and Vendor will look solely to Buyer with respect to rights and remedies under this Agreement.

ACCEPTANCE The first to occur of Vendor’s acceptance of this Order or shipment of goods pursuant to this Order shall constitute Vendor’s agreement to the terms and conditions set forth on the face and the back of this Purchase Order. No other terms, whether or not contained in any bid, estimate, acknowledgement, agreement confirmation or invoice given by Vendor, shall in any way modify or supersede any of the terms of this Order or otherwise be binding on Buyer, and Buyer hereby explicitly rejects all such other terms unless it has accepted such other terms by a written instrument signed by its authorized representative.

QUALITY Vendor warrants that all goods will conform to specifications furnished by Vendor and approved by Buyer or furnished by Buyer. Vendor acknowledges the receipt of a copy of all such specifications furnished by Buyer. Vendor warrants that all goods have been tested for their safety, will be of merchantable quality and of good material and workmanship, free from defect and suitable for their intended use. If applicable, Vendor will assign to Buyer all warranties applicable to any portion of the goods obtained by Vendor from third parties, or if not assignable, will assert such warranties on behalf of Buyer at Buyer’s request. Vendor warrants that the goods shall comply with all applicable federal, state, and local laws, statutes, rules and regulations. In the event that Vendor becomes aware or has reason to believe that a condition exists, within the manufacturing facility or goods themselves, which does or may adversely impact any of the above warranties, Vendor shall promptly notify Buyer of same. All deliveries of goods to countries outside the United States shall conform to and comply in every respect to the provisions of the laws and regulations of the countries into which the goods are delivered and countries where the goods will be used (provided Buyer has advised Vendor which countries are involved), to the extent such laws and regulations are applicable to such goods.

REJECTION Payment for goods delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect and test such goods and to reject, and return to Vendor at Vendor’s expense, goods (a) delivered in excess of the quantity ordered, (b) which do not conform to specifications or are defective, or (c) which in any way violate applicable law. Buyer’s failure to inspect goods prior to use shall not constitute acceptance of such goods, regardless of the passage of a reasonable period of time. Buyer, at its option may require replacement of defective or rejected goods or a refund of the purchase price as well as payment of damages. Nothing contained in the Order shall relieve the Vendor in any way from the obligation of testing, inspection, and quality control.

PRICES Vendor warrants that prices shown on this Order shall be complete, and no additional charges of any type (e.g., shipping, packaging, labeling, custom duties, taxes, etc.) shall be added or borne by Buyer without its expressed written consent. Any cash discount periods will be calculated from receipt of invoice or receipt of acceptable goods, whichever occurs later. On invoices returned for correction, the cash discount period will be calculated from receipt of the corrected invoice.

SHIPPING Unless indicated to the contrary on the face of this Order, all shipments shall be made F.O.B. destination, freight prepaid. Vendor shall deliver all goods to a carrier for shipment by carrier to Buyer and shall own, and shall bear the risk of loss for, such goods until the goods are received by Buyer. Claims for loss and/or damage to goods shall be filed by the Vendor. The Vendor shall be responsible for paying all carrier's freight charges. Delivery shall not be deemed complete until the goods have been actually received by Buyer. All deliveries must be on weekdays during normal business hours to the address indicated on the face hereof, unless otherwise agreed to by Buyer.

Time of the Essence

1. Time limits stated in the Agreement are of the essence of the Agreement and all obligations under the Agreement. By signing the Agreement, the Vendor acknowledges that those time limits are reasonable.
 - a. The Vendor acknowledges that the Port will enter into other contracts based upon the Vendor properly providing the Services in a timely manner.
 - b. The Vendor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Project Schedule.
 - c. Time is of the essence of this Order, and if delivery of goods is not completed by the time promised, Buyer reserves the right, without liability and in addition to other rights and remedies, to:
 - i. Terminate this Order by notice effective when received by Vendor as to goods not yet shipped;
 - ii. Purchase substitute items; and/or,
 - iii. **Charge Vendor \$1000/day for every day after the delivery date, unless waived by the Port.**

Termination for Convenience

1. Right to Terminate
 - a. The Port may terminate this Contract, in whole or in part, at any time for its convenience by giving written notice to the Vendor. The termination will be effective on the date stated in the notice.
2. Vendor's Duties
 - a. When the Vendor receives a termination notice, it shall:
 - i. Stop work as specified,
 - ii. Cancel any subcontracts and purchase orders related to the terminated work,
 - iii. Protect and preserve any property or materials in which the Port has an interest, and
 - iv. Deliver all completed and partially completed equipment, parts, materials, and related documents to the Port .
3. Payment
 - a. The Port will pay the Vendor for:
 - i. Equipment, materials, or services completed and accepted before the termination date,

- ii. Reasonable costs for work in progress and materials purchased that are identified to this Contract and delivered to the Port , and
 - iii. Reasonable costs of settling terminated subcontracts.
 - iv. No payment will be made for anticipated profits, loss of business, or other indirect damages.
- 4. Finality of Payment
 - a. Payment under this Section will fully satisfy all obligations of the Port to the Vendor arising out of a termination for convenience.

Termination for Cause

- 1. Right to Terminate
 - a. The Port may terminate this Contract, in whole or in part, if the Vendor:
 - i. Fails to deliver equipment, materials, or services as specified,
 - ii. Fails to perform any provision of the Contract, or
 - iii. Otherwise breaches the Contract in a material way.
 - b. Before termination, the Port will provide written notice describing the failure or breach and allow the Vendor a reasonable period, not less than ten (10) calendar days, to cure the default. If the Vendor does not cure the default within the time allowed, the Port may terminate the Contract for cause.
- 2. Vendor's Duties
 - a. Upon receipt of a termination for cause notice, the Vendor shall:
 - i. Stop work as directed,
 - ii. Cancel subcontracts and purchase orders related to the terminated work,
 - iii. Protect and preserve any property in which the Port has an interest, and
 - iv. Deliver all completed and partially completed equipment, parts, and related documents to the Port.
- 3. Payment
 - a. If termination is for cause, the Port will pay the Vendor only for equipment and services that are completed, delivered, and accepted prior to the effective termination date.
 - b. The Port may withhold payment for costs the Vendor incurs in correcting or curing its default, and may pursue any additional rights or remedies available at law or in equity.
- 4. Excess Costs
 - a. If the Port procures substitute equipment or services as a result of termination for cause, the Vendor shall be liable for any additional costs the Port incurs.
- 5. Finality of Payment
 - a. Payment, if any, under this Section does not limit the Port 's right to recover damages or other remedies available due to the Vendor's default.
 - b. The Vendor is only paid for **accepted work**, not for incomplete or defective work.

Vendor's Termination for Cause

1. The Vendor may terminate this Agreement for cause if the Port fails to pay undisputed amounts owed to the Vendor when required under this Agreement.
2. If the Vendor elects to terminate this Agreement for cause, the Vendor must give the Port written notice of (1) the Vendor's intention to terminate the Agreement and (2) an accounting of the undisputed amounts owed to the Vendor and the date(s) on which the Vendor believes payment of those amounts was due. If the Port does not cure the cause for termination by initiating the process to pay the undisputed amounts owed to the Vendor within 30 days after receiving the notice, the termination will take effect upon the Port's receipt of the Vendor's written notice of termination, which is in addition to the Vendor's notice of intention to terminate.
3. If the Vendor properly terminates this Agreement for cause, but subject to other provisions of this Agreement, the Port must pay the Vendor for Services performed by the Vendor before the date of termination. In no event will the Port be obligated to pay anything on account of Services the Vendor does not perform.
4. If the Vendor improperly terminates this Agreement under this Section (Vendor's Termination for Cause), the Vendor shall be obligated to the Port as described under Section Termination for Cause.

CHANGES Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly.

CONFIDENTIALITY Vendor shall consider all information furnished by Buyer, including the existence of this Order, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Vendor obtains written permission from Buyer. Upon the termination of this Agreement, or upon Buyer's request, Vendor agrees promptly to return to Buyer all documentation or other tangible materials containing and/or embodying any of the Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), and to certify that all such Information has been returned to Buyer or disposed of in a manner approved by Buyer.

FORCE MAJEURE Each party will be excused from performance under this Agreement while and to the extent that it is unable to perform, for a cause beyond its reasonable control. Force majeure will not include labor shortages or work stoppages. If either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then the party affected by force majeure will give written notice with explanation to the other party immediately. The affected obligations of the party giving notice will be suspended only during the continuance of the events giving rise to the force majeure provided that the affected party is acting with due diligence to remedy the delay caused by the force majeure. If Vendor is unable to perform for a period of more than fifteen (15) business days due to any force majeure event, Buyer may terminate this Agreement.

INFRINGEMENT Vendor warrants that the goods and/or their use, sale and/or consumption, pursuant to this Order do not and will not infringe any patent, trademark, copyright, or other intellectual property right and there is no unauthorized use of proprietary rights of another party. Vendor agrees, upon receipt of

notification, to promptly assume all responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers or vendors for alleged intellectual property infringement and/or alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished hereunder, and Vendor further agrees to indemnify Buyer, its agents, vendors and customers against any and all expenses, losses, royalties, profits and damages, including court and/or settlement costs and attorneys' fees resulting from any such suit or proceeding.

INDEMNIFICATION/INSURANCE Vendor shall defend, indemnify and hold Buyer harmless against all damages, claims, liabilities and/or expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods purchased hereunder, from any wrongful act or omission of Vendor, its employees, agents or subVendors, or from Vendor's breach of any warranty as provided herein or otherwise provided by law. Vendor shall maintain comprehensive liability insurance, including products liability coverage, contractual liability and broad form vendor's endorsements covering Vendor's obligations under this Order, such insurance to have aggregate limits of at least five million dollars (\$5,000,000), and to be with an insurance carrier reasonably satisfactory to Buyer. Vendor shall furnish certificates of insurance evidencing such coverage to Buyer at Buyer's request.

INSPECTION RIGHTS Upon reasonable notice to Vendor, Buyer or Buyer's independent service may inspect Vendor's plants where goods are manufactured. In accordance with Foth's Inspection Rights, as it pertains to the goods or services ordered herein, Buyer or Buyer's client's review or inspection of the goods or services ordered under this Purchase Order, either by physical examination or review of drawing or technical documents, do not constitute acceptance nor shall such review or acceptance affect or release any of Vendor's obligations with respect to the ordered goods or services.

DISPUTE RESOLUTION Any dispute between the parties relating to this Agreement or the breach thereof shall be resolved by binding arbitration in Cleveland, Ohio, pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association. The arbitrator(s) shall have no power to add to or modify the terms of this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall apply the substantive law of Ohio except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall not award either party punitive damages, and the parties shall be deemed to have waived any right to such damages. The proceedings shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties' confidential information. The fees of the arbitrator and the American Arbitration Association shall be split equally between the parties.

ASSIGNMENT No part of this Order may be assigned or contracted by Vendor without the prior written approval of Buyer. With the consent of Vendor, which shall not be unreasonably withheld, Buyer may, at its option, either terminate or assign a portion or all of this Order in the event of a sale, transfer, or other disposition of any operating unit or business of Buyer participating in this Order, provided that such termination or assignment shall relate only to the requirements of such operating unit or business. In the event of assignment, Vendor agrees that Buyer shall have no further obligations with respect to the assigned portion of the Order after the date of such assignment.

WARRANTY ASSIGNMENT It is understood that Buyer is purchasing goods for the purpose of resale to Buyer's Customer. Accordingly, all warranties provided by the Vendor or other third parties under this agreement shall be transferable to Buyer's Customer. If requested by Buyer, Vendor will assist in transferring warranty/warranties to Buyer's Customer.

SETOFFS All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Vendor.

WAIVER Buyer's failure to insist on performance of any terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether of the same or similar type.

GOVERNMENTAL REGULATIONS Vendor's obligations hereunder shall be subject to and comply with all applicable governmental laws, rules, regulations, and executive orders, including but not limited to Equal Opportunity/Affirmative Action clauses contained in Executive Order 11246 (60-1.4(a)), as amended, 41 CFR 60-300.5(a) (Veterans) and 41 CFR 60-741.5 (Rehabilitation Act), which requires a written Affirmative Action Plan, annual EEO-1 and Vets-100 reports, and adherence to all relevant rules, regulations and orders of the Secretary of Labor.

INDEPENDENT VENDOR While delivering goods hereunder, Vendor shall, at all times and for all purposes, be an independent Vendor, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between Buyer and Vendor or its personnel. The personnel of Vendor shall not be deemed employees of Buyer for any purposes, but rather, shall be solely the employees of Vendor, and Vendor shall have sole responsibility to counsel, discipline, review, evaluate, set pay rates of, and terminate such Vendor personnel. Vendor assumes full responsibility for all contributions, taxes, state and local laws (including obligations under the Patient Protection and Affordable Care Act), and for purposes of withholding from wages of Vendor personnel, where required. Vendor shall have discretion on whether to obtain health, disability, life, or other personal insurance for Vendor and Vendor's employees. Buyer shall not provide such insurance to Vendor or any person employed by Vendor. In addition, neither Vendor nor any employee of Vendor shall be eligible for any pension, savings, investment or retirement plan offered by Buyer to its employees. Vendor acknowledges that, for all purposes, including for purposes of the individual mandate and/or the employer shared responsibility ("play or pay") provisions of the Patient Protection and Affordable Care Act ("ACA"), it is self-employed and the exclusive employer of any person employed by the Vendor, and that Buyer is not, in any way, the common-law employer or "co-employer" of Vendor nor any employee of Vendor. Vendor also acknowledges and agrees that it is solely responsible to provide "minimum essential coverage" to self and any employee of Vendor (as required by the ACA), or to pay any taxes/penalties that might arise under the ACA pertaining to self or any employees of Vendor. If any agency of the federal or state government assesses any tax/penalty against Buyer under the ACA pertaining to Vendor or employee of Vendor, then Vendor will indemnify and reimburse Buyer for any and all taxes/penalties assessed against Buyer pertaining to Vendor or employee of Vendor. Vendor will also reimburse Buyer for any reasonable attorneys' fees incurred by Buyer in connection with the assessment of such tax/penalty.

GOVERNING LAW This Order shall be governed and constructed by the substantive federal and state law of the state of Ohio as it applies to contracts made and to be performed wholly within such state.

ENTIRE AGREEMENT This Order, and any documents referred to on the face hereof, constitutes the entire agreement of the parties.

TOTAL COST is not to exceed the price listed on this purchase order without prior written authorization as evidenced by issuance of a written change order by Buyer.

INVOICES Any invoices submitted 45 days after goods are received or services rendered will not be eligible to be paid and any exceptions must be approved by the Buyer prior to invoice submission.

The Vendor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The vendor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the vendor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Lobbying Restrictions.

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. By signing and submitting this bid, the Vendor certifies, to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, Vendor shall complete and submit Attachment E [Standard Form -- LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting its bid that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Debarment and Suspension.

Vendor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act. Suspension and debarment information can be accessed at <http://www.sam.gov>. Vendor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

By signing and submitting this bid, the Vendor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or

agency, 2 CFR 180.335;

- b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- d. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor should attach an explanation to this bid. 2 CFR 180.335 and 180.340.

ATTACHMENT A
SOLAR PHOTOVOLTAIC SYSTEM

1. Project introduction
 - a. The Port is planning to install a solar photovoltaic (PV) system of approximately 2.15MW DC on and/or in the vicinity of the Warehouse A building. This document describes the specifications and requirements for the solar modules for the project that will be purchased by the Port.
 - b. System Characteristics
 - i. 1000V DC
 - ii. Roof-mounted to standing seam metal roof
2. System Requirements
 - a. Order Size: Approximately 2.25 MW DC of Crystalline Silicon
3. Part 1 – General
 - a. References
 - i. IEC 61215 – (2021; ED 2.0) Crystalline Silicon Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval.
 - ii. ISO 9001 – (2015) Quality Management Systems Requirements
 - iii. IEC 61853-1 – (2011; ED 1.0) Photovoltaic (PV) Module Performance Testing and Energy Rating – Part 1: Irradiance and Temperature Performance Measurements and Power Rating
 - iv. UL 61730 – (2022) UL Standard for Photovoltaic (PV) Module Safety Qualification
 - v. UL 1703 – (2024) UL Standard for Safety Flat-Plate Photovoltaic Modules and Panels
 - vi. UL 2703 – (2015; Reprint Jun 2025) UL Standard for Safety Mounting Systems, Mounting Devices, Clamping/Retention Devices, And Ground Lugs For Use With Flat-Plate Photovoltaic Modules And Panels
 - vii. UL 3741 – (2024) Photovoltaic Hazard Control
 - viii. NFPA 70 – (2023; ERTA 1 2024; TIA 24-1; TIA 25-2) National Electrical Code

- b. Delivery
 - i. The Vendor shall deliver the PV modules to the Port in pallets. Modules shall have cardboard around them and then shrink wrapped.
 - ii. Vendor shall provide PV modules storage requirements to the Port.
- c. Submittals
 - i. Selected vendor will be required to provide applicable documentation to support the submission of the following Submittals for Owner Approval:
 - 1. Product Data
 - a. Roof Mounting Structure for Modules (Racking)
 - b. Photovoltaic Module Backsheet
 - c. Photovoltaic Module Encapsulant
 - d. Photovoltaic Modules
 - e. Photovoltaic Wire
 - 2. Certificates
 - a. Materials
 - 3. Manufacturer's Instructions
 - a. Manufacturer's installation instructions
 - 4. Closeout
 - a. Warranty
- d. Material and Equipment Manufacturing Date
 - i. Products manufactured more than [2] years prior to date of delivery to site shall not be used, unless specified otherwise.
- e. Solar PV module manufacturer to provide storage guidance
- f. Warranty
 - i. Furnish the solar photovoltaic module manufacturer's written warranty. The power output warranty shall be a 25-year linear 80 percent (minimum) power warranty (at the end of the 25th year after purchase an actual minimum power output of 80 percent based on the nameplate rating shall be achieved) and not less than 10-years for workmanship material and manufacturing defects from the date of manufacture.
 - ii. The warranty shall state that the malfunctioning solar photovoltaic module shall be exchanged by the manufacturer and promptly shipped to the using Owner's facility. The replacement solar module shall be identical to, or an improvement upon, the original design of the malfunctioning solar module.

- iii. The warranty shall cover all system malfunctions and failures except those resulting from misuse, abuse, neglect, fire, vandalism, acts of nature, or other causes beyond the control of the Contractor or manufacturer.

4. Part 2 – Product

- a. System shall comply with all policies and standards required by the electrical utility having jurisdiction and all applicable incentive program guidelines.
- b. All equipment shall be listed and labeled in accordance with NFPA 70 and OSHA-listed nationally recognized testing laboratories (NRTL) and installed in accordance with the listing requirements and the manufacturer's instructions.
- c. Photovoltaic Modules
 - i. For crystalline-silicon modules, manufacturer shall submit a Letter of Conformance to certify the consistency and quality of materials used.
 - ii. PV modules shall be IEC 61215 compliant and listed to UL 1703 or UL 61730, and manufactured in an ISO 9001 certified facility.
 - iii. Crystalline photovoltaic modules with transparent (or glass) backsheets shall be listed to UL 61730.
 - iv. PV modules shall be compatible with a PV racking manufacturer's UL 3741 listed standing seam metal roof attachment system and conform to same manufacturer's installation documentation.
 - v. PV modules shall be of monocrystalline or polycrystalline technology and for attached roof rack mounting.
 - vi. PV module efficiency shall be greater than 18 percent for crystalline.
 - vii. PV modules shall be of the same manufacturer and model number and consistent sub-components.
 - viii. Submit on cutsheets PV module performance data from the manufacturer that shall include a flash test data in accordance with IEC 61853-1, and temperature coefficients at: STC, nominal operating cell temperature (NOCT), low irradiance conditions (LIC), high temperature conditions (HTC), and low temperature conditions (LTC).
 - ix. PV module bypass diodes shall be inside the solar PV module's single conductor cable junction box.
 - x. Photovoltaic wire, wiring methods, and utilization of locking-type connectors shall comply with the requirements of NFPA 70 and UL 6703. Provide USE-2 or RHH or RHW-2 wire, and sunlight-resistant wire when exposed to sunlight.

xi. Crystalline Photovoltaic Module Backsheet

1. Backsheet component shall consist of a tri-layer construction (minimum thickness of 250 microns 9.8 mils) with outer layers of polyvinyl fluoride (PVF) and an inner layer of polyester for crystalline-silicon modules.
2. Crystalline photovoltaic modules with transparent (or glass) backsheets shall be listed to UL 61730.
3. Alternate polymeric backsheets consisting of different chemical composition, thickness, or construction shall fulfill the safety and performance specifications and acceptance criteria in Table 1. The required component properties in Table 1 shall be verified by a test report provided by an OSHA-listed nationally recognized testing laboratory (NRTL) and a cutsheet submitted.
4. Table 1:

TABLE 1 - PV MODULE BACKSHEET COMPONENT SAFETY AND PERFORMANCE		
Items	Test Methods	Specification
Tensile Strength (MPa)	ASTM D882	>=100 (TD) >=100 (MD)
Elongation at Break (percent)	ASTM D882	>=80 (TD) >=100 (MD)
Dimensional Stability (percent, 150 degrees C, 0.5 h)	ASTM D882	<=1.0 (TD) <=1.0 (MD)
Breakdown Voltage (kV)	ASTM D149	>=18
WVTR (g/m ² day, 37.8 degrees C, 100 percent RH)	ASTM F1249	<=2.5
Interlayer Peeling Strength (N/cm)	ASTM D1876	>=4
Peeling Strength with EVA (N/cm)	ASTM D903	>=40
Damp Heat (85 degrees C, 85 percent RH, 1000 hrs) -Color Change delta b -Elongation Retention (percent) -Appearance	ASTM E1171 ASTM E308/ASTM D2244 ASTM D882/ASTM D5870	<=2.5 >=70 No cracking or delamination.
UV Exposure Irradiance of 0.55 W/m ² at 340 nm (61 W/m ²) using a xenon lamp with a daylight filter (outer layer). Exposure is 4200 hours (260 kWh/m ² total UV (300-400 nm)) -Color Change delta b -Elongation Retention (percent) -Tensile Retention (percent) -Appearance	ASTM G155 ASTM E308/ASTM D2244 ASTM D882/ASTM D5870 ASTM D882/ASTM D5870	<=2.0 >=70 >=70 No cracking or delamination.

xii. Crystalline Photovoltaic Module Encapsulant

1. Encapsulant component shall consist of ethyl vinyl acetate (EVA) with a total nominal (prelamination) thickness of 900 microns 35 mils or greater in the completed module. The EVA shall have a minimum of 28 percent VA content. Through statistical process control, the module manufacturer shall ensure that the cured EVA has a minimum of 70 percent gel content per ASTM D7567 or ASTM D2765. The EVA shall have a UV cutoff wavelength of 360 nm as measured according to ASTM E424. The EVA shall have a minimum volume resistivity of 1X10¹⁵ ohm-cm per ASTM D257.

2. Thermoplastic encapsulants consisting of different chemical composition, thickness, or construction shall fulfill the safety and performance specifications and acceptance criteria described in Table 2. The required component properties described in Table 2 shall be verified by a test report provided by an OSHA-listed nationally recognized testing laboratory (NRTL) and a cutsheet submitted.

3. Table 2:

TABLE 2 - PV MODULE ENCAPSULANT COMPONENT PROPERTIES		
Items	Test Methods	Specification
Appearance	Visual Examination	No bubble, crack, or delamination.
Gel Content (percent)	ASTM D7567/ASTM D2765	≥ 70
UV Cutoff Wavelength (nm)	ASTM E424	≥ 360
Volume Resistivity (ohm-cm)	ASTM D257	$\geq 1 \times 10^{15}$

xiii. Electrical Characteristics

1. Provide high-power type PV module(s), with typical peak power of not less than 500 watts, plus 3 percent power tolerance, under Standard Test Conditions (STC).
2. Terminal Box
 - a. Include a terminal box on the module having a provision for opening for replacing the cable, if required.
3. Nameplate
 - b. Include the following on the module nameplate so as to be clearly visible:
 - i. a. Name of the Manufacturer or distinctive logo; b. Model or Type Number; c. Serial Number; d. Year of make; e. Peak wattage rating; f. Peak voltage; and g. Peak current.
 - c. Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

For PV modules, a label on the back of the module is acceptable.

4. Deliverables for response

- a. Formal price proposal with applicable PV module datasheet
- b. List of exceptions to specifications herein
- c. Confirmation of anticipated manufacturing slot with lead time to site
- d. Copy of product warranty with manufacture date



Attachment B – Non-Collusion Affidavit

I _____, holding the title and position of _____ at the agency
(Printed Name) (Title)

_____, affirm that I am authorized to sign on behalf of
(Full Business Name)

the company, board of directors, and owners in setting the price on the quote, bid, or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of facts on the submission of the quote, bid, or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

1. The quote, bid, or proposal is genuine and not made on behalf of any other person, company, or client, including any member of the Cleveland-Cuyahoga County Port Authority.
2. The price of the quote, bid, or proposal was determined independent of outside consultation and was not influenced by collusion, conspiracy, connivance or unlawful agreement with other companies, clients or contractors, including any member of the Cleveland-Cuyahoga County Port Authority.
3. No companies, clients, or contractors, including any member of the Cleveland-Cuyahoga County Port Authority have been solicited to propose a fake bid or proposal for comparative purposes.
4. No companies, clients, or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
5. No member of the Cleveland-Cuyahoga County Port Authority, or any person in the employ of the Cleveland-Cuyahoga County Port Authority is directly or indirectly interested in the quote, bid, proposal, or the work to which it relates, or in any portion of the profits thereof.
6. The agency shall have no right to transfer, sublet or assign its bid, proposal, or any resulting contract or any portion thereof, or any underlying work or rights/responsibilities relating thereto to any person, firm, or corporation or to vary the terms of the contract without the written consent of the Cleveland-Cuyahoga County Port Authority.
7. Relative to sealed bids, the price of the quote, bid, or proposal has not been disclosed to any client, company or contractor, including any member of the Cleveland-Cuyahoga County Port Authority, and will not be disclosed until the formal bid/proposal opening date.

(Signature of Corporate Officer)

(Date)



State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by _____
(name of person acknowledged)

(Seal Below)

(Signature of Notarial Officer)

(Title)

(Serial Number (if any))



Attachment C - Delinquent Taxes Affidavit

I, _____, holding the title and position of _____ at the agency

(Printed Name)

(Title)

_____, affirm that pursuant to Ohio Revised Code Section 5719.042, at the time the quote, bid, or proposal was submitted, my company (was) (was not) (Circle One) charged with delinquent Personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such a charge for delinquent personal property tax exists on the General Tax List of Personal Property for Cuyahoga County, Ohio, the amount due and penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Treasurer within thirty (30) days from the date it is submitted. A copy of this statement shall also be incorporated into the contract between the Cleveland-Cuyahoga County Port Authority and my agency. No payment from Cleveland-Cuyahoga County Port Authority shall be made with respect to any contract unless such statement has been incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____
(If none, insert "0")

Penalties \$ _____
(If none, insert "0")

Interest \$ _____
(If none, insert "0")

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by _____
(name of person acknowledged)

(Seal Below)

(Signature of Notarial Officer)

(Title)

(Serial Number (if any))

Attachment F - Draft Agreement

AGREEMENT

This **Agreement** (“Agreement”), is made and entered into as of [insert full date] (“Effective Date”) as set forth below by and between the **Cleveland-Cuyahoga County Port Authority** (“CCCPA” or “Port Authority” or “Owner”), and [insert name of company], an [insert state] corporation with offices located at [insert address] (“Company”), individually and collectively referred to herein as the “Party” or “Parties” hereby agree and state as follows:

RECITALS

WHEREAS, Company is engaged in the business of providing certain construction services (“Services”); and

WHEREAS, the Owner desires to engage the Company to provide such Services; and

WHEREAS, Company and Owner desire to establish the terms and conditions pursuant to which such Services shall be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 - SCOPE OF WORK

- 1. Services.** The Company shall perform and provide the [Project] (“Services”) specifically set forth in **Exhibit A** and in accordance with the terms of this Agreement. The type of Services provided under this Agreement shall be for the Owner located at the [insert address(es) where Services will be performed] (“Site”). The Company agrees to perform the Services in a quality workman like manner consistent with industry standards for such similar Services.
- 2. Representatives.** The Parties agree that the following person(s) shall be the contact person(s) for each Party in relation to the Services to be performed under this Agreement:

Owner: Matthew J. Wenham, PE
1100 W. 9th Street, Suite 300
Cleveland, Ohio 44113
Matt.Wenham@portofcleveland.com

Company: [insert Company Staff Name]
[address 1]
[city, state zip code]
[insert Company Staff email address]
[insert Company Staff phone]
- 3. Budget.** The Budget shall not exceed **\$[total agreed upon cost]** which includes a 10% contingency to be used at the sole discretion of the Owner. Any proposed increase in the per month rate or charge shall be subject to required appropriations as outlined in Section(s) and written approval by the Owner via appropriate contract modification.
- 4. Schedule.** The approved Schedule shall be as follows: **[SCHEDULE]**.

5. **Materials.** All labor, material, supplies and equipment necessary to perform the assigned duties will be supplied by the Company, at its sole cost and expense.
6. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate upon the earlier of either the completion of all Services items or **[Date]**, whichever comes later, unless such Term is extended or otherwise modified and agreed to in writing by the Parties.
7. **Renewal.** This Agreement will automatically terminate at the expiration of the Term unless the Parties agree otherwise to extend or renew this Agreement through execution of a renewal contract or agreement.
8. **Termination.** In the event this Agreement proves to be unsatisfactory, it may be terminated thirty (30) days after notice by either Party.

ARTICLE 2 – COMPENSATION

1. **Total Compensation.** The Total Compensation for the Company's Services shall not exceed **\$ [total agreed upon cost]**, which includes the sum of all materials, labor, Services and any reimbursable expenses. The Owner shall pay the Total Compensation amount to the Company in exchange for the Company's proper, timely, and complete performance of the Services.
2. **Payment Schedule.**
 - 2.1. The Company shall submit its invoice and request for payment in accordance with this Article.
 - 2.2. The Owner shall pay the Company for its Services within thirty (30) days of receipt of full and complete invoicing ("Net 30").
2. **Invoicing.**
 - 2.1. Company shall submit any invoice for payment by the 10th of the month following the services provide to: accounting@portofcleveland.com and should include the following information in the invoice submission:
 - 2.1.1. Invoice Number
 - 2.1.2. Account Number
 - 2.1.3. Services Name
 - 2.1.4. Contact Information
 - 2.1.5. Federal Tax Identification Number
 - 2.1.6. A table of invoice tracking for subcontractor MBE/FBE firms, as applicable.
3. **Company Accounting Representative.** If Owner has questions pertaining to invoicing or accounting related matters, the Company provides the following contact information: **[insert company person name and email address]**.
4. **Liquidated Damages.**
 - 4.1. Damages to the Port Authority will result from the failure of the Contractor to timely complete the Work which will impact the operations of the facility and our site operator. Liquidated and disincentive damages will be assessed at \$4,000.00 for each Calendar Day of Overrun in Time.

5. **IRS Form.** Before any payment to be made by the Owner, the Company shall submit to Owner an IRS form W-9.

ARTICLE 3 – COMPANY RESPONSIBILITIES

1. **Cooperation.** The Company shall perform the Services without disrupting the work of other contractors or Owner operations.
2. **Timely Performance.** The Company shall not delay the Services due to disputes with other contractors or subcontractors.
3. **Recordkeeping.** The Company shall keep records of all expenses and payments related to the Services in accordance with standard accounting practices. These records shall be available to the Owner at all times and retained for at least 6 years after completing the Services.
4. **Return of Equipment.** If and where applicable, upon termination or non-renewal of this Agreement, the Company shall promptly return all Owner equipment, including keys, key FOBs, and parking passes.

ARTICLE 4 – INSURANCE

1. **Company's General Insurance Requirements.**
 - 1.1. The Company shall obtain and maintain the minimum insurance coverage specified in this Article throughout the Services, or longer as specified herein.
 - 1.2. Before commencing Services, upon policy renewal, and when changing insurance carriers, the Company shall provide the Owner with certificates proving that the required insurances are active.
 - 1.3. Except for government-controlled workers' compensation coverage:
 - 1.3.1. The Company shall place insurance with companies satisfactory to the Owner, holding an A.M. Best Rating of A- or higher, and authorized to conduct business in Ohio.
 - 1.3.2. Policies must include endorsements requiring the Company's insurer to provide the Owner (as certificate holder) with at least 30 days' notice of cancellation or non-renewal, and at least 10 days' notice of cancellation due to non-payment of premiums.
 - 1.3.3. Upon Owner's request, the Company shall promptly provide certified copies of the policies or endorsements, with the ability to redact premium amounts, within thirty (30) days.
 - 1.4. The Owner does not represent that required coverage or limits are adequate to protect the Company.
 - 1.5. Failure of the Owner to request a certificate or identify deficiencies from provided evidence does not waive the Company's obligation to maintain required insurance.

- 1.6. The Owner reserves the right to terminate the Agreement for cause if the Company fails to maintain the required insurance.

2. Company's Minimum Insurance Requirements.

- 2.1. **Workers Compensation.** Throughout the term of this Agreement, the Company must comply with Ohio's Workers' Compensation Laws. This includes paying all required premiums under these laws. The Company agrees to indemnify and hold harmless the Owner from any liabilities arising from or related to these laws. If Company employees may be at risk of injury under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or other laws applicable to maritime employees, coverage must also be provided for such injuries or claims.
- 2.2. **Employers Liability Coverage.** The Company shall maintain employer's liability coverage with (1) an each-accident limit of at least \$1,000,000, (2) a disease each-employee limit of at least \$1,000,000, and (3) a disease policy limit of at least \$1,000,000. If the Company's employees are exposed to injury under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or other applicable maritime laws, regulations, or statutes, coverage for such injuries or claims must be included.
- 2.3. **Commercial General Liability.** The Company shall maintain commercial general liability ("CGL") insurance with the following minimum coverage: (1) an each-occurrence limit at least \$1,000,000, (2) a general-aggregate limit of at least \$3,000,000, and (3) a products and completed-operations aggregate limit of at least \$3,000,000.
 - 2.3.1. **Coverage Requirements.** The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form that provides equivalent coverage. This insurance should cover liability arising from premises, operations, the Company's independent acts, and liability assumed under insured contracts.
 - 2.3.2. **Additional Insureds.** When performing the Services, the Company shall include any the following organization(s) as an additional insured(s) under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or substitute form(s) providing equivalent coverage: Logistec Corporation.
 - 2.3.3. **Separate Aggregate Limits.** The CGL policy must be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage, ensuring that the general aggregate limit applies separately to each of the insured's Services.
 - 2.3.4. **Primary and Non-Contributory Insurance.** The CGL insurance must operate as primary and non-contributory insurance in relation to any other insurance or self-insurance programs that cover the additional insured.
 - 2.3.5. **Coverage for Products/Completed Operations.** The CGL policy must not exclude coverage for bodily injury or property damage arising from the products/completed-operations hazard, for the additional insured.

2.3.6. Duration. The Company must maintain the CGL insurance for at least five years after either the termination of the Agreement or the Substantial Completion of all Work, whichever comes first.

2.4. Business Automobile Liability. The Company shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

2.4.1. The coverage shall extend to any auto: owned (if any), non-owned, leased, rented, hired, or borrowed.

2.4.2. Where applicable in performance of the Services, the Company shall include the following organization(s) whose legal interests are required to be adequately insured as an additional insured(s) under the BA policy: Logistec Corporation

3. Waivers of Subrogation.

3.1. Non-Professional Liability. To the maximum extent allowed by law, the Company waives all claims against the Owner, its agents, and employees for damages covered by any insurance, except for rights to insurance proceeds. Insurance policies must include an endorsement or other provision affecting this waiver of subrogation.

3.2. Professional Liability. To the fullest extent permitted by law, the Company waives all claims against the Owner and its employees for damages covered by any professional liability insurance, except for rights to the insurance proceeds. Insurance policies must include an endorsement or other provision ensuring this waiver of subrogation.

3.3. Property and Other Perils. The Owner and Company mutually waive all claims against each other for damages caused by fire or other perils to the extent of actual recovery of insurance proceeds under any property insurance or other insurance applicable to the Work. Insurance policies must include an endorsement or other provision affecting this waiver of subrogation.

4. Indemnification. The Company agrees to indemnify, defend, and hold harmless the Owner and its agents, employees, officers, and directors and from any claims, damages, or liabilities arising from the Services. This includes but is not limited to all losses, costs, expenses (including reasonable attorney's fees), and liabilities of any kind resulting from the Company's negligent performance or any negligent act or omission.

4.1. Coverage. The Company's indemnification obligation shall not be limited by any insurance policy provided or required in connection with the Services.

4.2. Preservation of Rights. The Company's obligations under this provision do not diminish any other rights or obligations of indemnity that the Indemnitees may have under this contract.

4.3. Survival. The Company's indemnification obligation under this Article will survive termination of the Agreement.

ARTICLE 5 - GENERAL PROVISIONS

1. Effectiveness.

- 1.1. The Company acknowledges that the rights, duties, and obligations outlined in the Contract Documents are contingent upon the Owner certifying the availability of funds free from prior encumbrances.
- 1.2. Subject to Section 1.1. above, upon execution by both the Owner and Company, this Agreement becomes binding and effective.
- 1.3. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and may be used as evidence or for any other purpose without requiring production of the other counterparts.

2. Notice. Any notice to be given under this Agreement shall be in writing and delivered to the address(es) listed below:

If to Owner: Cleveland-Cuyahoga County Port Authority
Attn: President & CEO
1100 W. 9th Street, Suite 300
Cleveland, Ohio 44113

With Copy to: Cleveland-Cuyahoga County Port Authority
Attn: Chief of Engineering & Capital Development
1100 W. 9th Street, Suite 300
Cleveland, Ohio 44113

If to Company: [company name]
[attn: title]
[address 1]
[city, state zip]

3. Independent Contractor Acknowledgment.

- 3.1. If the Company is an individual and where applicable, before payment under this Agreement, the Company must complete, sign, and return the OPERS Independent Contractor/Worker Acknowledgement Form ("PEDACKN form") to the Owner.
- 3.2. If the Company is a corporation, partnership, LLC, or another business entity with fewer than five (5) employees and where applicable, before payment under this Agreement, the Company must provide the PEDACKN form to each employee providing Services to the Owner (including any Owner, shareholder, or partner of the business providing Services) and ensure they complete, sign, and return the PEDACKN form to the Owner.

4. Independent Contractor Status.

- 4.1. Nothing in this Agreement shall be construed to create an agency, employment relationship, partnership, joint venture, or any similar association between the Company and the Owner.
- 4.2. Any instructions from the Owner regarding the work shall pertain to the desired results of the work and shall not affect the independent contractor status of the Company as described herein.

- 4.3. The Company shall ensure its personnel do not represent themselves as employees of the Owner and acknowledge they do not have authority to contract on behalf of the Owner.
5. **Successors, Assigns and Assignment.** The Owner and the Company bind themselves, their successors, assigns, and legal representatives to each other under this Agreement. The Company may not assign or transfer any rights, title, or interest in this Agreement without the Owner's prior written consent.
6. **Integration; Superseding Agreement.** This Agreement supersedes and cancels any written or oral agreements made prior to the Effective Date and shall constitute the only agreement between the Company and Owner with respect to the Services or any portion thereof covered by this Agreement. All statements of work, proposals, exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement. Any term(s) contained herein shall supersede any conflicting term(s) contained in any proposal, statement of work, or other attachments referenced in this Agreement.
7. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the rest of the Agreement shall remain valid and enforceable to the fullest extent allowed by law.
8. **Electronic Signatures; Counterparts.** The Parties agree that electronic signatures, as allowed by O.R.C. 1306.06, are acceptable and legally binding on behalf of either Party. Each Party may deliver a counterpart signature page via electronic signature software, fax, email, or web-based project management software. A Party may rely on an electronic, scanned, or facsimile signature of another Party as if it were an original.
9. **No Third-Party Interest.** Except as expressly provided by this Agreement, (a) no person or entity, other than the Owner and the Company, will have any right or interest under the Agreement, and (b) the Agreement does not create a contractual relationship of any kind between any people or entities other than the Owner and the Company.
10. **No Waiver.** The Owner's or Company's failure to insist on strict performance of any provision of the Agreement or to exercise any rights under the Agreement or provided by law in any instance, shall not be construed as a waiver of that provision or right. The rights and provisions of the Agreement remain in full force and effect, and the right to demand strict performance or exercise such rights in the future is preserved.
11. **Rights and Remedies.** The duties, obligations, rights, and remedies provided in this Agreement are in addition to, and not a limitation of, those otherwise imposed by or available under Laws and Regulations.
12. **Survival of Obligations.** All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Agreement, will survive final payment, completion and acceptance of the Work, and termination or completion of the Agreement.
13. **Mutual Waiver of Consequential Damages.** The Parties waive all claims against each other for consequential damages arising from or related to this Agreement. This includes, but is not limited

to, claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, and management and employee productivity, as well as damages resulting from termination of the Agreement or related to insolvency. Exceptions to this waiver include damages covered by insurance required or provided for the Services, the Company's indemnity obligations for third-party claims against the Indemnified parties, and claims arising from gross negligence or willful misconduct of the Owner or Company. This provision remains effective even after the Agreement is terminated.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Cuyahoga County in the State of Ohio.

15. Representations.

15.1. The Company represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the Company shall immediately repay to the Owner any funds paid under this Agreement.

15.2. The Company represents and agrees that throughout the performance of the Services or longer as may be described below, the Company shall obtain, pay for, and keep in force, the insurance coverage required by terms of this Agreement and by ORC Section 153.70, as applicable.

16. Enumeration of Documents. This Agreement incorporates includes the following documents contemporaneously executed herewith:

16.1. Company's Bid attached as Exhibit [insert LETTER IN CAPS: this should be their SOW/proposal/etc.]

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this **Agreement** as of the Effective Date first set forth above:

**CLEVELAND-CUYAHOGA
COUNTY PORT AUTHORITY**

[INSERT COMPANY NAME]

David Gutheil, Chief Operating Officer
1100 W. 9th Street Suite 300
Cleveland, Ohio 44113

Name:

Title:

Address:

Federal Tax I.D.