



REQUEST FOR BIDS

RFB #2025-001

BATTERY ELECTRIC REACH STACKER EQUIPMENT

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

As part of this procurement, the Port will procure two battery-electric reach stackers to replace existing diesel powered 2015 Hyster 45-31 CH Series reach stackers. The reach stackers will be used for both container shuttling and loading of trucks, as well as shuttling, loading, and stacking of steel coil. Each new battery-electric model shall meet Clean Ports replacement criteria, be compliant with the Build America, Buy America (BABA) Act, and meet the detailed technical specifications attached. In addition, Optional Accessories, as listed in the RFB, shall meet BABA requirements. Optional Accessories means that purchasing the item is budget dependent.

The extended and detailed Equipment Specifications are available in Attachment A.

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

General Requirements

- Lifting Capacity: 45T – 50T (ISO containers)
- Max Stacking Height: 5-high (adjustable)
- Battery Capacity: Minimum shall be 900 kWh (LFP/NMC)
- Charging Time (0-80%): Minimum 10 hours (150 kW DC minimum)
- Operational Duration: 8-12 hrs. per charge
- Travel Speed (Loaded): ≥ 18 km/h
- Gradeability: $\geq 10\%$ fully loaded

Structural and Safety

- High-strength steel, corrosion-resistant coating.
- Operator Cabin: air-conditioned, 360° visibility, <70 dB noise.
- Safety Systems: anti-collision, overload sensors, emergency stop.
- Fire protection system: thermal propagation mitigation, agent types, monitoring.

Telematics and Connectivity

- Real-time battery monitoring, GPS tracking, remote diagnostics.
- Integration with Port's fleet management software (API/SDK provided).

Optional Accessories (Refer to Attachment A Equipment Specifications)

- Coil Hook designed for the handling of one sheet metal coil in the eye horizontal position.
- Coil Hook designed for the handling of two sheet metal coils (in parallel) in the eye horizontal position.
- Multi Wire Coil Spreader designed for the handling of round, wire coils with several horizontal prongs or cradles that allow it to securely pick up multiple coils at once

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., battery cells).

- 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 18, 2025
Deadline for Vendor Questions: November 3, 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 10, 2025. If no Addendums are posted, then no questions shall be assumed to have been tendered.
RFB Submission Deadline: November 18, 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 with battery electric container handling equipment procurement projects. At a minimum the vendor shall demonstrate at least 2 successful deliveries of battery electric container handling equipment within the last three 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 contract client references to verify successful deliveries of the products. 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. 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

5. Bid Pricing:

- a. 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
Base Bid		
1	Battery Electric Reach Stacker Base Model (2 each)	\$
2	Extended Warranty (5 yrs) (2 Each)	\$
	Total Base Bid	\$
Alternate Bid		
3	Coil Hook for handling one coil (Optional Purchase) (1 Each)	\$
4	Coil Hook for handling two coils (Optional Purchase) (1 Each)	\$
5	Multi Wire Coil Spreader (Optional Purchase) (1 Each)	\$
	Total Alternate Bid	\$
	Total Bid Cost (Base Bid plus Alternate Bid)	\$

Optional Purchase means that line item is budget dependent, and the Port may choose to purchase zero (0) items or any combination thereof for Items #3-5.

b. Payment terms

- i. 30% downpayment/deposit
- ii. 70% on delivery
- iii. Warranty: Provide a minimum 5- year warranty for all equipment and associated services.

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.

- a) Factory Tests Date: May 3, 2028
- b) Delivery Date: June 30, 2028

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. Potential responders are cautioned not to communicate with Board Members or employees of the Port 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).

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 \$8000/day per vehicle 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 - Equipment Specifications

1. General Guidelines

1.1 Workmanship

Workmanship shall be of the highest standard and shall be monitored by an independent third-party quality control inspector or his/her designated representative, at the Port's discretion. If in his/her opinion the work, rectification work, or methods used do not meet with his/her approval then that work will be stopped at the Vendor's expense until an approved method is adopted.

1.2 Design Requirements

- A. Responsibility for the reliable operation of the Vehicle in accordance with the requirements of this specification, and the operating, safety, and maintenance guidelines provided by the Vendor, shall be borne entirely by the Vendor, which shall demonstrate with its drawings and specifications and with the required tests that the equipment can perform all of the required functions with minimum downtime.
- B. The Vehicle shall be designed to be fully capable of operating at the Port's Site reliably at the specified requirements on a continuous duty cycle, safety and with minimum noise, vibration and maintenance.
- C. All parts of the Vehicle shall be designed so that they may be easily assembled, adjusted, removed for replaced and easily accessible for lubrication, inspection, maintenance and repair. Emphasis shall be placed upon quick replacement of faulty or worn parts as opposed to repair in place. Where necessary for accessibility, permanent platforms, walkways, handrails, stairways and ladders shall be provided.
- D. The design shall be fail-safe as far as practical, so that the failure of a component or loss of power precludes accidental lowering and/or coasting out of control.
- E. Parts, components, and purchased sub-systems shall be readily accessible in the local area of the Port's Site.
- F. All materials shall be identified by reference to the specification of an internationally recognized standard association with indication of equivalence to a local standard where applicable.
- G. All major components sub-assemblies and complete assemblies shall be provided with suitable rated, lifting points to facilitate correct handling.
- H. The Vehicle shall be designed as a container handling unit for heavy duty terminal applications. It shall be mounted upon pneumatic wheels with chamfered edges, utilizing tire compound specifically developed for heavier battery electric vehicles, and shall be powered by Electrical Drives with Batteries, via an automatic transmission unit, if applicable.
- I. The Vehicle shall be complete with a single sliding forward facing, climate controlled, forward control, fully enclosed center mount cab, with left hand access door, and rear exit window. Cab shall also include air-ride seat suspension and heating with front and rear defrosting capabilities.
- J. The driver shall be able to operate all the main motions from within the cab. The Equipment shall be designed to supply the electrical and compressed air circuits needed to control the standard road lighting and braking systems as applicable and appropriate.
- K. The design of the Vehicle shall recognize that the machine will be subjected to an arduous duty cycle and will be working in an environment where protection against

impact damage is essential. While the provision of damage protection is important, however, it should not be at the complete expense of access to the basic components, which require regular maintenance. Particular attention shall be given to maintainability.

- L. The Vehicle will be operating on a 24-hour day, 7 days per week operation.
- M. The Vehicle shall be designed for transferring ISO Containers between ship-to-shore cranes and stacking areas and within stacking areas to mobile land transport. This distance could vary between 250 meters to 5 Kilometers.

1.3 Materials

- A. Materials used in the Vehicle shall be of the best quality, suitable for the duty. Material certifications as necessary and appropriate shall be required for structural sections.
- B. Materials shall be free from flaws. All castings shall be smooth, sharp and free from blow holes, with ample fillets, and correctly centralized cores. All structural sections and plate shall be free from scale.

1.4 Quality Control and Inspection

- A. The Vendor shall submit evidence that a formal system of quality control acceptable to the Port is applied to all purchased materials and Equipment.
- B. Reasonable access shall be provided by the Vendor to the Port, who may request to attend the Vendor's works, or works of its sub-contractors, during manufacturing/construction.
- C. Acceptance and load tests will be carried out prior to shipment. Notwithstanding this the unit will again be visibly checked and will undergo a full operational check including a proof load test on arrival at its destination.
- D. The following definitions of the stated, after material, products, or services in the specifications determine the extent to which substitutions may be produced.

2. Structure

- A. The grades of the steel to be used for all structural parts shall be of weldable quality not requiring special temperature conditions for repair works.
- B. Typical Dimensions and Weights according to industry standard; Vendor to advise in the Technical Requirements Evaluation Sheet (Attachment D) for Port's evaluation
- C. The cabin shall be constructed from heavy gauge steel plates and designed for strength to resist distortion and maintain alignment.

3. Operator's Cabin

- A. The Vehicle shall be provided with a weather-tight, totally enclosed, forced ventilated, air conditioned, single man, forward facing, forward control operator cabin; robustly designed and constructed to resist impact forces and to provide the operator with a safe, practical and efficient working environment.
- B. Mountings of the cabin shall be isolated from the drives, battery pack and the chassis by heavy duty mounting to reduce cabin vibration to a minimum. To provide the access required to maintain and remove the engine and transmission easily, the cab shall be arranged to tilt or slide as necessary and appropriate.
- C. Any cab roof window frame and glass being provided shall be capable of withstanding an impact of a falling 'Semi-Automatic Twistlock' weighing 6 kgs from a height of 7

meters. Particular attention shall be given to the ratio of individual window length to width, to reduce the problem of shatter.

- D. Air flow shall be arranged such that de-frosting and de-misting operations are efficiently carried out on all primary windows. Noise produced by the fan and general airflow shall be reduced to an acceptable minimum.
- E. Control and Instruments of the operator's cabin shall be equipped with appropriate high quality electronic and monitoring systems.
- F. All controls and instrumentation shall be ergonomically designed to provide the operator the highest level of comfort when operating the Vehicle.
- G. All warning alarm indications shall be mounted and grouped together whereby all the warning lights and labelling can be easily read and identified by the operator without movement of his head away from the front windscreen.
- H. Flooring shall be designed to promote cleanliness by the elimination of recesses into which debris is likely to collect and where ribbed flooring is used to ensure that the ribs can be swept easily towards the door of the cabin. Particular attention shall be paid to the corrosion protection given the steel cabin floor.

4. Electric Drives and Inverters

- 1. The Vendor shall provide a complete traction drive system (motor, inverter, gearbox/e-axle) and a high-voltage battery system including BMS, thermal management, safety systems, and charging interface.
- 2. The system shall comply with UNECE Regulation No. 100 (Rev. 3) or equivalent electrical-safety requirements, applicable U.S. standards (e.g., UL 2202, UL 2580, NFPA 70/70E), and shall be developed in accordance with functional-safety principles consistent with ISO 26262 or equivalent standards such as ISO 13849-1 or IEC 61508, as appropriate to the system's safety functions. The system shall also comply with all applicable local and national homologation or regulatory standards.
- 3. The motor type shall be either Permanent Magnet Synchronous Motor (PMSM) or advanced Reluctance-PMSM hybrid. Vendor to declare magnet composition and sourcing. The Vendor shall declare all relevant parameters relative to drives and inverters according to applicable international standards.

5. Electric Batteries

- A. The Vendor shall provide a suitable package of electric batteries for the duty required by the Vehicle.
- B. Vendor shall specify whether Lithium-Iron-Phosphate (LFP), Nickel-Manganese-Cobalt (NMC), Nickel-Cobalt-Aluminum (NCA), or equivalent advanced chemistry is used.
- C. Safety features shall include pack isolation monitoring, thermal runaway mitigation, pressure relief vents, fuse coordination, and emergency disconnect.
- D. The Vendor shall declare all relevant parameters related to batteries according to applicable international standards.
- E. Minimum battery capacity shall be 900 kWh
- F. Maximum charge time (0 – 80%) shall be 10 hours (150kW DC minimum)

6. Electric Drive / e-Axle and Transmission

- A. The Vehicle shall be fitted with an adequately sized latest generation, electronically

controlled traction system including, if applicable, a fully automatic transmission system incorporating a torque convertor giving sufficient forward and reverse motion to meet the requirements as defined in this technical specification.

- B. Convenient access to the dipstick/filler shall be provided; oil cooling shall be provided.
- C. An inhibitor shall be fitted to prevent reverse direction selection while road wheels are rotating forward (and vice versa).
- D. The front axle shall be a heavy duty and suitably rated for the operational requirement, loads and environment.
- E. The rear axle shall be a heavy duty and suitably rated for the operational requirement, loads and environment.

7. Tires and Brakes

- A. Tires shall be appropriately sized and rated for the duty and cycle intended. The manufacturer of the Vehicle shall determine the tire/rim size to suit duty specified.
- B. Brakes shall be appropriately designed, sized and powered foot brakes shall be provided.
- C. Hand operated parking brake system shall be provided.

8. Bodyworks

- A. Where steel plate covers are used to protect components, which require regular inspection, maintenance or replenishment then a means of easy access shall be provided. Care shall be given to the selection of hinges, which may be subjected to wear or corrosion because of the prevailing conditions.
- B. Access, platforms, stairways and handrails shall comply with the appropriate regulations applicable at the Port's Site.

9. Telescopic Spreader

- A. The spreader shall be fitted with all controls and indicators necessary for the operator to handle loaded containers effectively, efficiently and safely.
- B. All welded steel construction with good torsional stiffness and capable of withstanding the heavy impact loadings experienced during container operations.
- C. Structural materials used shall be suitable for repair by field welding and welding specifications are to be supplied. Service and maintenance are to be minimized using quality components and materials.
- D. The telescoping operation shall be accomplished by using either hydraulic or chain drive with adjustable cushioning to reduce start/stop forces.
- E. Electrical and positive mechanical stops shall be provided to accurately position the telescopic members at each operating position.
- F. The spreader shall telescope from the fully retracted position to the fully extended position or conversely in not more than 10 seconds.
- G. Able to operate with ISO containers of 20 ft and 40 ft
- H. Pad eyes to attach lifting slings are required at each corner (total 4 Nos.). These are to be mounted inboard and should not protrude beneath the structure. Lifting capacity of each lug shall be 10,000 Kgs.

10. Electrical Specification

- A. The electrical system shall be of the highest quality, designed and installed in full compliance with an internationally recognized automobile engineering standard or an approved equivalent.
- B. A battery isolation switch shall be provided in an accessible and clearly marked position outside the cabin.
- C. The headlights shall be of highway standard with dipped beams only and stop and taillights incorporating reflectors, all wired through the key switch.
- D. The headlamps shall be able to withstand the vibration encountered in the type of operation defined in this specification.
- E. Directional indicators, flashing type front and rear shall be provided.
- F. All Operation, Driving, Internal, External, Indicator, Rear lights shall be LED type. All externally mounted driving lights shall be recessed into the structure and protected against impact damage.
- G. Electrically actuated and operated warning horns shall be provided.

11. Hydraulic System

- A. Pump – Main hydraulic system pressure shall be suitably rated for the required application.
- B. Control Valves – All control valves shall be of the highest quality and installed in such a way to facilitate checks, inspection and maintenance of the valves and pipework.
- C. Hydraulic pressure test points shall be fitted at an accessible location to allow checking of the main hydraulic system pressure.
- D. The Vehicle shall be provided with a heavy-duty hydraulic power steering, effective over the full range of travel to minimize driver effort and fatigue.
- E. The Vehicle shall be provided with international standard sized hydraulic hoses and fittings; all shall be appropriately rated and of the highest quality.
- F. The Vendor shall ensure that under no circumstances will it be possible for a failed hydraulic hose and/or fitting to spray hydraulic fluid onto a hot surface that could allow the oil to combust and lead to a fire.

12. Fire Protection

12.1 Applicable standards

- A. Vendor shall state exact editions and demonstrate conformity to all the applicable international and/or USA standards.
- B. Those standards shall be relative to all aspects of battery construction and usage, including safety, thermal propagation, fire safety, electrical safety, faults, post-crash hazards, electrolyte spillage etc.

12.2 Battery pack (REESS) fire detection, warning & containment

- A. Sensing: pack-level thermal monitoring (cell or module temperature) and off-gas/pressure detection must be provided, to identify early thermal events; integrate with BMS for fault classification and logging.
- B. Alert time: the Vehicle shall provide a distinct driver and telematic warning 5

minutes before any detectable hazardous situation in the cabin due to thermal propagation.

- C. Mitigation/containment: cell/module thermal barriers and propagation-delay shall be properly designed and installed (e.g., heat shields, intumescent layers).
- D. Directed venting of gases away from occupant compartment and critical electronics shall be provided; no vent paths shall be allowed into cabin/HVAC.
- E. Isolation monitoring shall be installed to detect loss of electrical isolation.
- F. Manual service disconnect shall be accessible by trained personnel as well as interlocks to prevent load under disconnect operations.

12.3 Fire mitigation for enclosures & auxiliaries

- A. Battery pack: Battery packs shall utilize advanced passive propagation resistance (PPR) features as part of the finish pack product. Specifically designed to isolate cell thermal events and prevent thermal events from spreading to adjacent cells.

13. Painting System

- A. During construction and after fabrication has been completed, the Vehicle shall be thoroughly cleaned and painted in a manner as specified using paint products approved by the Port and in accordance with paint manufacturer's instructions. Painting system shall be suitable for "Exterior exposed polluted coastal atmosphere".
- B. The color scheme and safety markings for the Vehicle shall be strictly in accordance with the Port's Branding guidelines, where applicable.
- C. The Port's logo shall be applied at two locations on the Vehicle as defined by the Port. Logos shall be free issue from the Port's Site. Asset identity numbers shall be provided by the Vendor at appropriate locations around the Vehicle as defined by the Port.

14. BABA (Build America Buy America) compliance

- A) The Vendor shall provide evidence for the standard vehicle to comply with the BABA Act and provide domestic content traceability reports for steel, battery cells, and major subsystems. Customer specified optional equipment, including load handling attachments, which can only be sourced from non-US, non-BABA compliant subcontractors must be evaluated separately for BABA compliance and will not affect compliance determinations for the standard vehicle.
- A) The Build America, Buy America (BABA) Act mandates that federally funded infrastructure, including port-related electrification and EV equipment, must use U.S.-made materials and have domestic assembly. This includes iron, steel, manufactured products, and construction materials. For manufactured products, at least 55% of the total cost of components must be of U.S. origin, and all manufacturing processes for iron and steel must occur within the United States, in accordance with current BABA guidance.

16. Spare Parts

- A. The Vendor shall provide a complete list of all spare parts for the Vehicle, fit for replacing any original damaged or worn part, according to the same standards and specifications. Parts price list shall also be made available.
- B. The Vendor shall provide all maintenance and user manuals to illustrate the Vehicle's

operative and parts replacement processes.

- C. Vendor shall provide remote monitoring of SOC, usage, charging, and allow software updates (OTA) or service-port updates.

17. Documentation

- A. The Vendor shall provide two copies of good quality printed instruction manuals in English covering in detail the operation and maintenance of the vehicle, to Acceptance Testing.
- B. The Vendor shall provide a full technical specification and detailed description of the equipment as a whole and of each item of machinery for guidance of the maintenance staff and management.
- C. The Vendor shall provide general arrangement and layout drawings in HTML or PDF format, with appropriate cross referencing to other drawings, schematic diagrams for power and control circuits whether electrical or hydraulic etc. The control sequence shall be fully described. General arrangement drawings should show all leading dimensions, and a visual chart of safe working loads.
- D. The Vendor shall provide recommended schedules and program for inspection, lubrication and routine maintenance. Lubrication charts and specifications. Full technical details for operation, adjustment, maintenance and testing of equipment and control.
- E. A means shall be provided for systematic trouble shooting, to enable detection and analysis of faults, with recommendations as to dealing with different types of problems likely to arise. This would take the form of a compendium of cause/effect/solutions based upon experiences reported by users of the equipment split between electrical and mechanical systems.
- F. The Vendor shall provide dismantling, repair, assembly, setting up and testing procedures and instructions, including electronic 'black box' units, for the whole of the equipment being purchased, fully illustrated. These shall include exploded views of all main components with part numbers shown to assist in dismantling and re-assembling complicated items and for identifying replacement parts.
- G. The Vendor shall provide spare Parts lists, Contractor's part numbers and where possible the actual source manufacturers part numbers, together with source manufacturers address for ease of cross reference identification when ordering.
- H. The Vendor shall provide special tools and instruments required, if any, for testing, maintenance and repair work.
- I. The Vendor shall provide description of special safety features such as safety interlocks; limits; indication, warning and cut-out devices, etc. Testing adjustment and maintenance procedures for such devices and circuits. Special hazards and precautions to be taken by maintenance staff.
- J. The Vendor shall provide, prior to acceptance testing, comprehensive maintenance and service documents in accordance with format currently in use at the Port's engineering.
- K. The Vendor shall provide, prior to Acceptance testing, comprehensive 'full function' test documents, in accordance with format currently in use at Port's Site. Full function test document shall be designed to determine integrity and correct operation of all system functions, safety circuits and operating speeds of the Vehicle.
- L. Certification as appropriate and required under the requirements of the Tender and Purchase Agreement shall be uploaded in this section for review, comments and approval.

18. Inspection

- A. Vendor to submit 'test schedule' 4 weeks prior to "in-house" testing for the Port engineering representative to review.
- B. The Port may carry out inspections prior to and during manufacture at the Vendor's works either by one of his/her own inspectors or by an outside appointed inspector. The Vendor shall allow access for the purpose of these inspections
- C. Remote diagnostics & OTA: Vendor shall provide remote monitoring of SOC, usage, charging, and allow software updates (OTA) or service-port updates.
- D. Factory Acceptance Testing shall include:
 - a. Documentation Verification
 - i. Technical specifications and drawings
 - ii. Operation and maintenance manuals
 - iii. Certificates (e.g., CE, ISO, load test)
 - iv. Quality assurance records
 - b. Visual Inspection
 - i. Structural integrity (welds, frame, boom) Paint and corrosion protection
 - ii. Hydraulic lines and fittings
 - iii. Electrical wiring and connections
 - iv. Safety decals and labels
 - c. Dimensional Checks
 - i. Overall dimensions (height, width, length) Wheelbase and turning radius
 - ii. Boom reach and lift height
 - iii. Container handling capability (20ft, 40ft, etc.)
 - d. Functional Tests
 - i. Engine start-up and shutdown
 - ii. Transmission operation (forward/reverse) Steering and braking systems
 - iii. Hydraulic system performance
 - iv. Boom extension/retraction
 - v. Spreaders and twist-lock operation
 - e. Load Handling Tests
 - i. Lifting and stacking containers (empty and loaded) Stability under rated load
 - ii. Load chart verification
 - iii. Tilt and side shift functions
 - f. Safety System Checks
 - i. Emergency stop function
 - ii. Overload protection
 - iii. Alarms and indicators (audible/visual)
 - iv. Fire suppression system (if applicable) Operator presence system
 - g. Control System Verification

- i. Joystick and control panel functionality Display and diagnostics
 - ii. CAN bus or PLC system checks
 - iii. Remote monitoring (if equipped)
- h. Environmental and Emissions Testing
 - i. Noise level measurement
 - ii. Exhaust emissions compliance
 - iii. Fluid leak inspection
- i. Electrical System Tests
 - i. Battery performance validation (charge/discharge efficiency, thermal management).
 - ii. Battery condition and charging
 - iii. Lighting (headlights, indicators, work lights)
 - iv. Horn and backup alarm
 - v. Instrument panel and gauges
- j. Final Acceptance
 - i. FAT report sign-off
 - ii. Punch list resolution
 - iii. Customer witness and approval
 - iv. Packing and shipping preparation
 - v. Drive cycle simulation for container terminal duty cycles.

19. Drawings

The Vendor shall submit two (2) copies of the following drawings:

- A. GA Drawing
- B. Electrical schematic
- C. Hydraulic schematic
- D. Pneumatic schematic
- E. Engine and Operator's Cabin
- F. The drawings and diagrams shall be checked by the Port so far as it is possible with the information in his possession. However, approval of drawings, while made in good faith, does not remove from the Vendor his responsibilities and does not carry with it responsibility for subsequent alterations which the Vendor may find necessary as the work proceeds.
- G. The Vendor shall provide two (2) copies of the above drawings as modified and approved immediately prior to commencement of Acceptance Testing
- H. On completion of the contract, a copy of 'as made' drawings shall be supplied and submitted in HTML or PDF format and copies of part schedules shall be supplied at the Vendor's expense to the Port within one month of Final Completion.
- I. The negatives shall include such details as circuit diagrams, wiring diagrams and schematic diagrams of all electrical equipment, hydraulic schematics, piping diagrams, appropriate drawings of all major components and assemblies and general arrangement of the Vehicle.

20. Optional Accessories

A. Single Coil Hook

- a. The Vendor shall provide an option for a Coil Hook designed for the handling of one sheet metal coil in the eye horizontal position.
- b. The coil hook shall be designed with interfaces for top lift spreader (20' position) and tool changer.
- c. Lifting capacity shall be of 45 tons.



B. Double Coil Hook

- a. The Vendor shall provide an option for a Coil Hook designed for the handling of 2 sheet metal coils simultaneously, in the eye horizontal position.
- b. The coil hook shall be designed with interfaces for top lift spreader (20' position) and tool changer.
- c. Lifting capacity shall be of 45 tons total (2 coils of max 22.5 tons each).



C. Multi Wire Coil Spreader Attachment

a. Main Features

- i. The attachment shall have several horizontal prongs or cradles that allow it to securely pick up multiple coils at once
- ii. It shall be fitted on a heavy-duty reach stacker making it suitable for port terminals, steel yards, and logistics centers.
- iii. Unlike standard container spreaders, this attachment shall be engineered for round, wire coils that cannot be safely lifted with forks or slings.
- iv. Throughput: handles up to 10x the volume of traditional methods per cycle.
- v. Safety: reduced manual handling, controlled coil securing.
- vi. Operational Cost Savings: fewer machine hours per ton handled.
- vii. Compatibility: attaches to standard reach stacker spreaders, flexible for container and coil operations.

b. Key Design Features & Considerations

- i. Hook / Saddle Count & Spacing
 1. Number of hooks: 7
 2. Center-to-center spacing (adjustability)
 3. Edge margin from beam ends
- ii. Hook Type & Geometry
 1. J-hooks / C-hooks sized to the wire coil inner diameter (ID)
 2. One row of 7 wire coils on hooks, another row of 6 wire coils stacks on top of the 7 wire coils, view horizontally from front
 3. Safe throat opening, load pad support, wear surfaces
 4. Safety latches or secondary retention
- iii. Load & Capacity
 1. Total Safe Working Load (45 tons)
 2. Load per hook (6.5 tons) / worst-case loading scenarios
 3. Cater for balanced and unbalanced conditions
- iv. Beam & Frame Design
 1. Beam span, cross section, structural stiffness (deflection limits)
 2. Weight of spreader (to compute dead weight vs payload)
 3. Tolerance of twist / torque
- v. Attachment Interface
 1. Top connection: reach stacker interface (twistlocks)
 2. Hydraulic / mechanical latching systems (if hooks retract or fold)
 3. Controls and sensors (limit switches, indicators)
- vi. Clearance & Headroom
 1. Distance from top interface to bottom of hooks able to cater for clearance requirements for 2 stacks wire coil positioning
- vii. Safety, Testing & Certification

1. Proof load testing, safety factors (125–150% SWL)
 2. Conformity with standards (ASME B30, BTH-1, ISO standards)
 3. Inspection provisions and maintenance access
- viii. Materials & Protection
1. Use of high strength steel / alloy
 2. Corrosion protection (marine environment)
 3. Wear pads, replaceable liners
- ix. Other Features
1. Adjustable hook positions (slots, bolt-on plates)
 2. Hook retraction or folding (for transport / storage)
 3. Load sensors / instrumentation
 4. Quick-coupler or changeover for different wire coil spreads





Attachment B - 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 C – 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))

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.