

Request for Proposal (RFP)

RFP ID - 701301

SSA Conventional, Inc – Port of Baltimore

6610 Tributary St., Suite 200, Baltimore, MD 21224

Deployment of Two (2) Battery Electric Reach Stackers

RFP Publish Date

November 18, 2025

PROPOSAL DUE DATE AND TIME: December 18th, 2025 at 5:00 p.m. Eastern Time (ET)

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Attachments and Exhibits are accessible at the following link:

<https://tideworks.box.com/s/lzalt1zkoinnm9uwwgcreie1sspww13>

Article I - Background/RFP overview

The U.S. Environmental Protection Agency (EPA) has awarded Maryland Port Administration (MPA) \$182 million in funding under the Clean Ports Program). The Clean Ports program is designed to improve air quality surrounding the Port of Baltimore (POB) and adjacent disadvantaged and underserved communities while advancing Maryland Port Administration's mission to become a new zero-emissions facility. MPA has awarded SSA Marine, Inc. ("SSA Marine"), the parent company of SSA Conventional, Inc. ("SSA Conventional") and Ceres Marine Terminals, Inc. ("Ceres", and together with SSA Marine and SSA Conventional, "SSA"), a portion of this funding to secure zero-emission equipment at the SSA Conventional Baltimore location, including offroad equipment and charging stations; scrapping of internal combustion offroad equipment; and utility upgrades at Dundalk Marine Terminal (DMT). SSA Conventional is an integral partner on the project and a subrecipient to the Maryland Port Administration. The Maryland Port Authority's EPA funding will be passed through to SSA Conventional and ultimately to any Bidders that perform eligible work within the scope of the SSA grant award.

SSA's EPA funded project (referenced as "Project" throughout this RFP) includes:

- Deployment of two (2) battery electric Reach Stackers

The Project will take place at 2700 Broening Hwy., Lot 200 Ceres, Baltimore, MD 21222

This RFP is for the procurement of two (2) battery electric Reach Stackers, warranties, training for operators and equipment maintenance.

Article II – General Information to Proposers

1. General Information

SSA Conventional, Inc. is soliciting proposals from “Qualified and Experienced Providers” for the attached requirements for two (2) Battery Electric Reach Stackers (“Reach Stacker”) which meets the requirements described in the following Request for Proposal (“RFP”) to be deployed at 2700 Broening Hwy., Lot 200 Ceres, Baltimore, MD 21222

2. Definitions

- a. SSA Marine, Inc. (“SSA Marine”), the parent company of SSA Conventional, Inc. (“SSA Conventional”) and Ceres Marine Terminals, Inc. (“Ceres”, and together with SSA Marine and SSA Conventional, “SSA” or “Purchaser”)
- b. Proposer – any individual, firm or corporation submitting a proposal for the work contemplated.
- c. Proposal– the documents described in Article 5 on which the Proposer is to submit, or has submitted, its charges and proposed scope for the work contemplated.
- d. Contract – the Contract consists of the document labeled “Master Purchaser Agreement” (“MPA”, Exhibit 1) and Work Order (Exhibit 2). Additionally, it may partially include an existing MPA already exists with Proposer and Carrix, Inc., SSA Marine, Inc., SSA Conventional, Inc. or Ceres Marine Terminals Inc. and any Addendum issued before the execution of the Contract; Proposer’s proposal; and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties.

3. Eligibility Requirements

- a. To be eligible for an award under this procurement, Proposers must be an Original Equipment Manufacturer (OEM) or an authorized dealer/franchiser for the equipment offered and must be able to meet all EPA Clean Ports Program terms and conditions. Additionally, proposers must not be debarred or suspended in SAM.gov. For more information, refer to Article III. Please note that “OEM”, “dealership”, “authorized dealer/franchiser”, “Proposers” and “contractor” are used interchangeably throughout this RFP.

4. Qualification of Proposers

- a. Proposers must be authorized dealers or distributors of the proposed Reach Stacker.
- b. Proposers must be able to provide onsite training
- c. Proposers must be able to provide all requested manuals in electronic format.
- d. Proposers must be able to provide a detailed specification comparison if they provide an equivalent Reach Stacker.
- e. Proposers must be able to meet or exceed the equipment warranty requirements described in Attachment A – Specification and Requirements.

5. Qualification of Proposer

- a. To demonstrate qualifications to perform the Work, each Proposer must be prepared to submit, upon Purchaser’s request, detailed written evidence, including but not limited to, financial data, previous experience, status of labor pool and present commitments.

- b. Proposer must comply with all applicable local, State, and Federal prevailing wage requirements.

6. Obligation of Proposers

The Proposer must become fully aware of SSA's requirements for the Contract. Proposer will thoroughly review this RFP, attachments, and exhibits. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment, and labor necessary to carry out the provisions of the Contract documents and to complete the work at the prices proposed.

The attachments and exhibits referenced are available for download at the following link:

<https://tideworks.box.com/s/lzalt1zkoinnm9uwwgcreie1sspww13>

The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied.

7. Non-Discrimination Provisions

The Proposer agrees to comply with all applicable International, Federal, State and local laws.

In carrying out this contract, the Proposer must comply with the following statutory requirements:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, by entities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

In carrying out this contract, the selected Proposer must comply with the following regulatory requirements:

1. For Title IX obligations, 40 C.F.R. Part 5; and
2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R Part 7.
3. The statutory and national policy requirements at 2 CFR 200.300(a).
4. For Federal awards that are subject to a Federal statute prohibiting discrimination based on sex, the Federal agency or pass-through entity must ensure that the award is administered in accordance with 2 CFR 200.300.
5. These regulations establish specific requirements as applicable, including, but not limited to collecting, maintaining, and providing upon request compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination to the EPA.

- ## **8. Civil Rights and Equal Employment Opportunity.**
- Proposer agrees not to exclude participation based on race, creed, color, national origin, sex, age, or disability. Proposers must notify its subcontractors of these obligations in solicitations.

9. Debarment and Suspension. Proposer must comply with 2 CFR Part 180 and self-check SAM.gov exclusion lists (including their sub-providers). Flow down to all covered transactions is required. In addition, Proposer must confirm they:

- a. have been debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction; or
- b. have any federal or Maryland tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not paid in a timely manner under an agreement with the authority responsible for collecting the tax liability; or
were convicted of a felony criminal violation, under any federal law within the preceding 24 months.

10. Small and Disadvantaged Business Enterprises.

- a. When possible, the Proposer should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- b. SSA, in accordance with the provisions of Title VI of the Civil rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. SSA encourages Proposers to consider subcontracting with DBEs. SSA will also consider awarding the contract to a consortium of DBEs.
- c. Such consideration means:
 - i. These business types are included on solicitation lists;
 - ii. These business types are solicited whenever they are deemed eligible as potential sources;
 - iii. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - iv. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - v. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring a Proposer under a Federal award to apply this section to subcontracts.

11. Questions and Addendum

Any questions regarding this Proposal should be sent via email to Micah Hultgren (Micah.Hultgren@ssamarine.com) and Josh Sweet (Josh.Sweet@ssamarine.com) (point of contacts, "POC"). Answers to questions will be released in an Addendum directed to all known prospective Proposers.

The deadline for questions will be Dec 4, 2025 5:00 p.m. Eastern Time (ET).

No interpretation of the meaning of the specifications or other Contract documents, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be made in writing.

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract documents, which if issued, will be e-mailed to all known prospective Proposers. However, it is the responsibility of each Proposer, before submitting its proposal, to read through the Addendum and to make such Addendum a part of its proposal. Only the interpretation or correction given by SSA in writing will be binding, and prospective Proposers are advised that only SSA will give information concerning or will explain or interpret the Proposal documents.

12. Interpretation, Clarification and Request for Information

- a. It is the responsibility of each Proposer before submitting a Proposal:
 - i. To thoroughly examine all data identified in this RFP document.
 - ii. To become familiar with and satisfy Proposer as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
 - iii. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
 - iv. To study and carefully correlate Proposer's knowledge and observations with this RFP document.
 - v. To promptly notify SSA of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in or between these Proposal Documents.
- b. Proposers shall promptly notify SSA of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Proposal Documents or of the site and local conditions.
 - i. Every request for interpretation, clarification, or questions about these RFP terms and conditions shall be submitted to SSA via email at the address identified above. Proposers are highly encouraged to submit all requests for interpretation, clarification, or questions about the RFP terms and conditions as soon as practicable throughout the solicitation phase. These requests need to include which term/condition is in question, why it is problematic or in need of clarification/interpretation, any suggested language that may make it clearer, and why SSA should consider such a change or clarification. To be given consideration, submittal of clarifications, questions, and information requests must be received no later than the date identified in Article II Section 11. The Proposer making a request under this section is solely responsible for the timely submission of said request. Conditioning an offer on terms and conditions other than those contained in this solicitation will be deemed non-responsive and will be rejected.
 - ii. Clarifications, interpretations, or supplemental instructions which change the Scope of Work and/or schedule described in the contract documents, will be issued only in the form of written addenda.

- iii. All questions about the meaning or intent of this Proposal Document are to be directed in writing to SSA at the email address provided in Article II Section 11.
- iv. Interpretations or clarifications considered necessary by SSA in response to such questions will be issued by Addenda to all parties recorded by SSA as having confirmed intent to proposal by the deadline noted in Article II Section 11.
- v. Questions received less than 7 days prior to the date for opening for Proposals may not be answered. Only questions answered by formal written Addenda will be binding.
- vi. Oral and other interpretations or clarifications will be without legal effect. All writing and/or oral communications not expressly included in issued addenda will be considered unofficial and non-bidding. Reliance on any information not expressly included in the RFP terms and conditions or in issued addenda thereto shall be done at the sole risk and expense of the Proposer.
- vii. Addenda may also be issued to modify these Proposal Documents as deemed advisable by SSA.

13. Specification Changes/Deviations.

- a. Proposer may request in writing that specifications be modified if its provisions restrict Proposer from bidding. Such request must be received by the POC at least five (5) working days after proposal opening date. All Proposers will be notified by Addendum of any approved changes in the specifications.
- b. A Proposer that firmly believes it cannot agree to the requirements as set forth in this RFP and the Legal Terms and Conditions in Exhibit 1 and Exhibit 2 should not submit a proposal. Any and all deviations from this RFP and the Legal Terms and Conditions must be specifically identified in your proposal, including an explanation for each deviation.

14. Changes to the Addenda. A change may be made by SSA if, in the sole judgment of the SSA, the change will not compromise the SSA's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the POC. Addenda issued by the POC shall become part of this RFP specification and will be included as part of the final Contract. The interested Proposer will assure that they have received Addenda.

15. Delivery of Proposals

Proposals and all required supplemental material listed in Article V (items to be submitted with Proposal Form) must be electronically submitted in PDF format only. Proposal documents must be submitted by December 18th, 2025 at 5:00 p.m. Eastern Time (ET).

It is the sole responsibility of the Proposer to have its Proposal submitted to SSA as specified herein on or before the date and time. A proposal is considered delivered when confirmation of delivery is provided by the POC.

16. Preparation of Proposal

- A. Proposal will be submitted via e-mail with the attached Specification and Requirements (Attachment A) and Pricing Proposal Forms (Attachment B). Only the Proposal Form, attestations, and applicable additional information should be submitted.

- B. Proposal should be prepared in PDF format only and emailed simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this Invitation to Proposal. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- C. Any information thought to be relevant, but not applicable to the enumerated scope of work, should be included and "labeled" in PDF format as an Appendix to the proposal. If publications are supplied by a Proposer, it must be uploaded as a PDF document and the proposal should include references to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- D. An authorized representative of Proposer shall sign the proposal. If an individual makes the proposal, they must sign their name therein and state his or her address.
- E. Failure to provide all information requested may result in a proposal being considered "non-responsive" and therefore may be rejected.

17. Cost of Preparing Proposal

- a. SSA will not be liable for any costs incurred by the Proposer in the preparation and presentation of Proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-Proposal conference.

18. Proposal Submission

- a. Your proposal may not exceed ten (10) written pages and must be submitted in no less than 11-point font, with at least 0.5" margins on all sides. Resumes, equipment specifications, and warranty coverage description provided in appendices will not be counted towards the page limit. Appendices, the cover transmittal letter, and a table of contents will also not be counted towards the 10-page limit.
- b. Proposers are solely responsible for the timeliness of their submittals. As such, Proposers are cautioned to budget adequate time to submit their proposals.
- c. By submitting a proposal, Proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by SSA in connection with this RFP, unless SSA provides a written request that they submit additional written materials. Absent such written request, Proposers are instructed to not submit to SSA written or other materials outside of the proposal, either in a subsequent interview or otherwise.

19. Withdrawal of Proposal

Any proposal may be withdrawn by written request of the Proposer until the RFP is closed.

20. Rejections of Irregular Proposals

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. SSA reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of SSA.

In accordance with any Federal procurement requirements, SSA reserves the right to reject any and all proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all proposals and to accept the proposal which in its judgement will be in the best interest of SSA.

21. Disqualifications of Proposers

Any of the following causes may be considered sufficient for the disqualification of a Proposer and rejection of the proposal:

- A. Submission of more than one proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one proposal may be submitted for the company.
- B. Being in arrears on any such existing agreement with SSA and its affiliates or having defaulted on a previous contract with SSA. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- C. Items “B” and “C” above will be considered by SSA after the opening of proposals, and, if found to apply to any Proposer, SSA will notify the Proposer that its proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to SSA via the POC.

22. Cancellation of Award:

- a. The SSA reserves the right to cancel its Notice of Intent to Award of any Contract at any time before the execution of said Contract by all parties without liability to the SSA.

23. Protest Process

A Proposer protesting any aspect of the procurement process, including proposal documents, procedures, Proposer responsibility determinations, contract awards, or other related matters, Proposer shall cause a written protest to be filed with SSA. Instructions for filing a protest, and SSA duty to respond are as follows:

- a. **Filing a Protest:** Proposers must submit protests in writing to SSA within two (2) business days of receiving the protest notice (business days exclude Saturdays, Sundays, and legal holidays). The written protest shall be sent by email to the POC listed within the referenced RFP.
 - i. **The written protest must include:**
 - 1. Name and contact information of the protesting Proposer,
 - 2. Proposal solicitation number and title,
 - 3. Detailed description of the specific factual and legal grounds for the protest,
 - 4. Copies of all supporting documents,
 - 5. Evidence that the apparent low Proposer has been notified of the protest, and
 - 6. Specific relief requested.
- b. **Review and Response:** Upon receipt of the written protest, SSA will acknowledge the protest and review the submitted documentation for completeness. Within three (3) business days of receipt of the written protest, SSA may notify any other affected Proposer(s) and provide them an opportunity to respond in writing to the protest. SSA will conduct a thorough review of the protest, including all supporting documentation and

responses from other Proposers. The VP of Procurement or designee will issue a final, written decision to the protesting Proposer and any other affected Proposers within six (6) business days of receipt of the protest (or within ten (10) business days if multiple protests are filed).

- c. **Waiver and Condition Precedent:** Failure to comply with these procedures will result in waiver of the right to protest. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

24. Award of Contract

- a. SSA intends to award a Contract to the Proposer or Proposers offering a combination of the lowest price consistent with meeting all specifications, limited Contract terms and conditions revisions, and equipment and financial reliability as set forth on the proposal. No award will be made until all necessary inquiries have been made into the responsibility of the Proposer, and SSA is satisfied that the Proposer or Proposers are qualified to do the work and has the necessary organization, capital and equipment to provide these services under the terms of the contract.
- b. Responsibilities of the Proposer
 - i. After the Contract is awarded, the Proposer will furnish the certificates of insurance, copies of licenses and other items required by SSA.
 - ii. The Proposer will provide equipment as described in the Contract upon receipt of Notification of Award issued by SSA.
 - iii. The Proposer is responsible for product quality, timely delivery, and responsiveness listed in Article IV – Scope of Work.
 - iv. The Proposer will remain liable for all damages to, or incurred by, SSA caused by the Proposer's negligent performance of any of the equipment furnished under this Contract.
 - v. The Proposer represents that it is an independent Proposer and not an employee of SSA or its affiliates, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of SSA. The Proposer is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.
 - vi. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representative(s) will have authority to act for the Proposer in all matters covered by this Contract.
 - vii. The Proposer will notify SSA contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. SSA will have the right to reject any personnel assigned to perform work under this Contract.
 - viii. All personnel employed by the Proposer will be competent, trustworthy, and properly trained. The Proposer will be required to comply with all the applicable regulations of SSA.
- c. Responsibilities of SSA

- i. SSA will provide a list of personnel who are designated as SSA representatives.
- ii. SSA will promptly notify the Proposer, or its designated representative(s), of any problem encountered during the Contract term and will arrange a meeting to resolve issues.
- iii. SSA will provide timely processing of Proposer's invoices, if all the terms of the Contract have been met. In cases where the Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but SSA will not be liable for costs billed by the Proposer in violation of Contract terms.

25. Debriefing of Unsuccessful Offers

Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. SSA may provide a written or oral debriefing in its sole discretion. The debriefing will not compare the Proposer with other Proposers, other than the position of the Proposer's proposal in relation to all other Proposer's proposals. A Proposer's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

26. Rights of SSA

- a. SSA reserves the right to reject any or all Proposals, including without limitations the right to reject any or all nonconforming, non-responsible, or conditional Proposals, and to reject the Proposal of any Proposer if SSA believes that it would not be in the best interest of the Project to make an award to the Proposer, whether because the Proposal is not responsible, or fails to meet any pertinent standard or criteria established by SSA.
- b. The SSA retains the right to cancel the procurement and reject any or all Proposals with no liability to the SSA if the grant funding has been rescinded.
- c. The SSA shall have the right to waive any informality or irregularity in any Proposal received.
- d. The SSA reserves the right to conduct clarifications or discussions at any time with one (1) or more of the Proposers.
- e. The SSA reserves the right to award the RFP to multiple providers.
- f. The SSA reserves the right to reject any Proposer that 1) is determined to be non-responsive; 2) submits an incomplete or inadequate Proposal; 3) is not responsive to the requirements of this RFP or 4) offers pricing or delivery date that the SSA determines to be unreasonable.
- g. The SSA reserves the right to take any action affecting the procurement process that is determined to be in the best interest of the SSA.

27. Contract Documents

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of Proposers, other technical information, applicable special conditions, terms of the Contract and payment terms are also contained in these documents.

28. Contract Terms and Conditions Proposers are to carefully review all specifications, requirements, Terms and Conditions (the Master Purchase Agreement and Work Order), and insurance

requirements. Submittal of a response is agreement to all Terms and Conditions. All specifications, requirements, terms, and conditions are mandatory, and all submittals should anticipate full compliance.

29. Payment and Payment Terms. All invoices will be submitted to SSA electronically on a monthly basis. Invoices will be processed following SSA normal payment procedures, which are sixty (60) days net after receipt of an approved invoice. Early payments will not be authorized.

30. Examination of Contract Documents

The Proposer is required to carefully examine the scope of work and the Contract documents. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

31. Dealer Authorization

- a. Proposers, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the Proposer is an authorized distributor, dealer or service representative and may sell the manufacturer's products. Failure to comply with this requirement may cause proposal rejection.
- b. The Proposer, if the manufacturer, shall provide a list of authorized dealers for equipment ordered (this is separate from authorized repair facilities however a facility could be both). These dealers should be company-owned distributors, franchised dealers or retail outlets within the 50-mile radius of the specified location.

32. Execution of the Contract

SSA's Contract is a two-part Contract, a Master Purchase Agreement (MPA) and a Work Order (WO) (together, "Contract"). The MPA contains the over-arching legal language which governs the relationship between SSA and the successful Proposer(s). A WO captures the specific quantities and requirements on a project-by-project basis, including grant-specific requirements. The preliminary WO is attached as part of this RFP. For awareness, an MPA can exist without a WO and an MPA can have many WOs. Having an executed MPA will help expedite the ordering process.

Within sixty (60) days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal MPA agreement with SSA. Failure to execute the Contract as provided in these documents within sixty (60) days from the date of Notice of Award may be just cause, unless such failure has been caused by SSA, for SSA to annul and void the award. Award may then be made to another Proposer, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon SSA until the agreement has been executed by all appropriate parties.

The terms of the Contract can be found in Exhibit 1 and 2.

33. Estimates, Non-Binding Quantity

The quantity estimates provided in this Proposal are estimates to the best of SSA' knowledge at the time of the Proposal release.

34. Relevant Experience: Describe your company's experience supplying the same or similar products required by this RFP in the last five (5) years. Include examples with specific customers for the equipment, the schedule/timeline commitment to supply similar products, and whether this schedule was met. What actions do you take to minimize equipment downtime due to a defect or maintenance issue? Preferably, Proposer shall identify the customers by name, address, telephone number and email address who can be contacted for references.

35. Quote, Pricing

Proposer will fill out Attachment B - Pricing Form. The Reach Stackers requested are required to be compliant with Build America, Buy America (BABA) requirements. Proposers are also encouraged to provide volume price breaks if available for the purchase of multiple Reach Stackers. Quotes should remain valid for 180 calendar days.

36. Contingency Fees Prohibited

By submitting a proposal in response to this proposal, the Proposer warrants that it has not employed or retained a company or person, other than a Bonafide employee or sub Proposer, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with SSA.

37. Non-warranty of Proposal Information

Due care and diligence have been exercised in the preparation of this proposal and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. SSA and its representatives shall not be responsible for any error or omission in the proposal.

38. Weighted Evaluation Criteria Selection

Criteria to Be Rated	Description	Rater's Score	Maximum Points of 100
A. Contractor qualifications and experience	Has the Proposer or its subcontractor successfully deployed zero-emission Reach Stackers for major container seaports in the United States?		15
	Has the zero-emission equipment been deployed and has been in operation with minimal downtime?		
B. Technical Compliance	How well does the proposed equipment meet the minimum requirements outlined in the RFP and Attachment A?		20

C. Build America, Buy America Requirements and Other Legal Terms and Conditions	Did the Proposer and/or its subcontractor provide self-certification letter(s) demonstrating compliance with BABA requirements under the EPA Clean Ports Program? Can the Proposer agree to the Master Purchase Agreement and/or Work Order?		20
D. Warranty Package, Available Parts, and Training	Does the Proposer's warranty coverage meet the minimum requirements defined in Attachment A and Article IV? Are there any unreasonable warranty exclusions? Can the Proposer meet the requirement to provide warranty services or replacement parts within one business day of receipt of notice that any zero-emission the equipment is not functioning properly? Has the Proposer offered training for maintenance of the zero-emission the equipment?		10
E. Cost	Did the Proposer provide the requested cost details in this RFP, including a payment table and a cost information table? Are the proposed costs reasonable, allocable, and allowable under the EPA Clean Ports Program?		15
F. Schedule	Can the Proposer comply with the schedule defined in this RFP for delivery and deployment?		15
G. Clarity and Comprehensiveness of the Proposal	Is the proposal clear, comprehensive, and understandable?		5
	Maximum Points Possible		100

a. Final Ranking and Award

SSA will combine the evaluation committee's final technical scores for all passing proposals and the final cost scores in accordance with the relative weights assigned to these areas as set forth in the solicitation. SSA will rank responsible offerors according to the total overall score assigned to each, in descending order. SSA has the discretion to reject all proposals or cancel the RFP at any time prior to the time a contract is fully executed when it is in the best interests of SSA.

39. Licensing and Permits.

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services.

40. Entire Agreement

The proposal is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this proposal. Proposer agrees that no representations have been made by SSA to induce the Proposer to enter into this proposal. Proposer agrees that no representations have been made by SSA to induce the Proposer to enter into this proposal other than as expressly stated in this proposal. This proposal can neither be change orally, nor by any means other than by written amendments expressly referencing this proposal and signed by all Parties hereto.

Article III – GRANT FUNDING AND REQUIREMENTS

1. Federal Grant Funding and Marland Port Administration Requirements

Proposers will be subject to all applicable Federal requirements. Proposers are required to thoroughly review Exhibit 3 – Grant Agreement to ensure their Proposal meets all the Federal requirements related to this RFP. In addition to Federal requirements Proposers must comply with the Maryland Port Administration (“MPA”) which are included in this Article III. For the avoidance of doubt, this Article III highlights only a portion of the requirements but is not an exhaustive list. Proposers will ensure their Proposal in compliance of the Federal or MPA Requirements outlined in Exhibit 3 – Grant Agreement, this Article III, and all other applicable Federal requirements prior to submission.

2. Telematics and Data Collection

- a) Selected Proposer will be required to submit monthly reports. Proposer will be provided with data collection requirements to ensure SSA has the necessary environmental information and other data to evaluate project performance. The data will be collected in real-time or through telematic equipment, which may include, but will not be limited to, equipment availability (percent of time the equipment is ready and available for use), duty cycle coverage (percent of typical battery availability based on one shift operation within one full battery cycle), hours operated, maintenance and operating costs, operational fit, operator feedback, miles traveled, energy used, charging frequency, charging rate, charger uptime downtime and other challenges encountered during the reporting period. Proposers must ensure performance data is properly provided and equates to the usage requirements in the agreement.
- b) Minimum data collection requirements are:
 - i. Hour Meter
 - ii. Equipment ID and GPS location
 - iii. Operating hours (total and by duty cycle)
 - iv. Energy consumption (kWh or diesel gallon equivalent avoided)
 - v. Battery state of charge, depth of discharge, and charging cycles
 - vi. Load data (gross weight, lifting events if applicable)
 - vii. Idle time and utilization rates
 - viii. User friendly interface
 - ix. Downloadable data
- c) The telematics system provided must support the EPA Clean Ports Program reporting requirements in accordance with the approved Quality Assurance Project Plan (QAPP). The QAPP is still under development, but the Proposers can find the Draft Data Collection Requirements for the EPA Clean Ports Program (<https://www.epa.gov/system/files/documents/2025-07/ports-program-guide-activity-data-collection-2025-06.pdf>).
- d) All Proposers must be able to provide these minimum data collection requirements remotely through a telematics system. Data must be provided at a minimum cadence of once per month and the telematics systems must incorporate cybersecurity protections consistent with industry best practices. Proposers must also be able to comply with the effective prohibition(s) on certain telecommunications and video surveillance service equipment or services, as described in the latest EPA general terms and conditions.

(<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>)

- e) All telematics data must be stored in a secure, centralized system accessible to the Port (pass-through entity) and EPA representatives. Data shall be exportable in CSV or XML formats and aligned with EPA's Clean Ports Program reporting template. The system must retain data for a minimum of three (3) years beyond the final grant closeout date, consistent with [2 CFR 200.334](#).

3. Records Access and Retention

During the course of the Project and for three years thereafter from the date of transmission of SSA's final expenditure report, Proposer shall maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Project as the federal government may require.

- 4. **Applicable Law.** Maryland law governs this Contract and all adversarial proceedings brought by one party against the other party arising out of this Contract. this Article III includes requirements from the or the administration of the Zero Emission Grant. Any disputes, controversies, or claims arising out of this Contract shall be heard in the state or federal courts located in Baltimore, Maryland, and all parties to this Contract waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

5. Build America Buy America (BABA)

- a) Projects with supporting infrastructure funded under this program are subject to domestic content sourcing requirements under the Build American Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). Please note that none of the funds provided under the Grant award may be used for an infrastructure project unless:
- b) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- c) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and,
- d) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. For further information regarding BABA requirements including but not limited to, information on regarding construction material standards and applicability of waivers, please refer to Paragraph 49 of the EPA General Terms and Conditions, which can be found at *EPA General Terms and Conditions effective October 1, 2024 or later.
- e) **Please note that the manufacturer of the manufactured products and materials must provide a self-certification letter of BABA compliance in company letterhead as part of the proposal submission and at the time of equipment delivery.** A template of the letter can be found here: Exhibit 4 - Certification Letter Template for Manufactured Products

Covered Under the Build America, Buy America Act. Proposers must implement these requirements in their procurements, and these requirements must flow down to all contracts at any tier. For legal definitions and sourcing requirements refer to EPA's Build America, Buy America website.

6. **Grant performance period.** September 23, 2025 through December 31, 2028
7. **Davis Bacon Act.** Proposer must comply with all applicable local, State, and Federal prevailing wage requirements.
8. **Byrd Anti-Lobbying Amendment.** In compliance with 31 U.S.C. 1352, the selected Proposer must file the required certification and submit it to SSA. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
9. **Flow Down Requirements.** This RFP involves the use of funds from a Federal government grant or cooperative agreement—or funds from a subcontract at any tier relating to a Federal government grant or cooperative agreement—and the following clauses listed below are incorporated into and form a part of the terms and conditions of the Contract. Proposer agrees to flow down all applicable clauses from the EPA Grant to lower-tier subcontractors.
 - a) All federal civil rights laws and EPA civil rights regulations prohibiting discrimination in federal financial assistance programs including, but not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and the Age Discrimination Act of 1975. The pertinent regulatory requirements are set forth in 40 C.F.R. Part 5 and Part 7. EPA-MPA Grant Agreement, EPA's General Terms and Conditions, Section 42.
 - b) All federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, including provisions protecting free speech, religious liberty, public welfare, and the environment per 2 C.F.R. § 200.300(a), as well as regulations, including 2 C.F.R. § 200.300(b), prohibiting discrimination based on sex, sexual orientation, or gender identity.
 - c) Limitations on individual consultant fees.
 - d) Procurement Standards in 2 C.F.R. Part 200, including those requiring competition when a subrecipient acquires goods and services from contractors (including consultants) and

domestic preferences for procurements at 2 C.F.R. § 200.322, as well as Section H, Programmatic Conditions, EPA-MPA Grant Agreement.

- e) The Build America, Buy America Act. See EPA-MPA Grant Agreement (Section L of Programmatic Conditions, and Section 49 of the EPA's General Terms and Conditions)
- f) The regulations and requirements at 40 C.F.R. Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs," and EPA-MPA Grant Agreement, General Terms and Conditions, Section 27.
- g) The regulations and requirements of 2 C.F.R. Part 180, Subpart C, including all certification and disclosure responsibilities. EPA-MPA Grant Agreement, EPA General Terms and Conditions, Section 21.

10. SSA Subcontracts and Subawards. For all SSA Contractors, as defined in 2 C.F.R. § 200.23, and for any of SSA' contracts or subcontracts to perform all or part of the Project under this Agreement:

- a) SSA must ensure that all applicable provisions in Section 4.3 of this Agreement are included and flow down to any subcontractors, pursuant to any subcontracts made by SSA;
- b) SSA must include applicable grant regulations in the contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200 and 2 C.F.R. Part 1500, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to Non-Federal Entities, and EPA's implementing regulations at 2 C.F.R. Part 1201; see 2 C.F.R. § 200.101.
- c) SSA must include applicable federal statutory and regulatory requirements in the contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- d) SSA must require the inclusion of provisions for the further flow down of the regulations and requirements in this section to each subcontract to extend the applicable requirements to the lowest tier necessary.
- e) To the extent required by applicable Law, SSA must include the following language in each contract or subcontract, and must flow down this requirement in accord with federal law:
- f) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 C.F.R. Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor 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.
- g) SSA agrees that flowing down such requirements does not relieve it of its obligation to comply with the requirements.

11. Proposer further agrees to comply with all applicable agency-specific terms and conditions, which may be found by selecting the applicable agency's procurement website at Acquisition.gov, and shall flow down all applicable clauses to lower-tier subcontractors.

12. Whistleblower Protections. Employees may not be discharged, demoted, or discriminated against for disclosures under 41 U.S.C. 4712. Proposer must inform employees in writing of rights and protections.

13. **Tax Liability.** Corporations with delinquent tax liability or felony conviction cannot receive federal contracts unless suspension or debarment review determines otherwise.
14. **Delinquent Taxes, Felony Conviction.** Federal appropriations acts prohibit awards to corporations with delinquent taxes or felony convictions unless reviewed and exempted.
15. **False Claims Act. Proposer** must disclose violations of criminal law, fraud, bribery, gratuity, or civil False Claims Act. Non-disclosure may result in remedies including suspension or termination.
16. **Recovered Materials.** Proposer should prioritize materials that are recyclable, refurbished, contain recycled content, or reduce single-use plastics. Compliance with EPA guidelines required.
17. **Operations and Maintenance.** Proposer must include O&M requirements in subcontracts to ensure longevity of grant-funded infrastructure or equipment.
18. **Internal controls.** The Proposer must establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the Proposer is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
 - a) The Proposer must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, or rejection, and the basis for the contract price.
19. **Prohibited Telecommunications Equipment.** Proposer may not procure, renew, or contract for covered telecom equipment or services, including Huawei, ZTE, Hytera, Hikvision, Dahua or any other provider products and services prohibited The Secure Networks Act (reference: <https://www.fcc.gov/supplychain/coveredlist>).
20. **Grant Terms and Conditions Prohibition.** Defines covered equipment and requires Proposer's certification that none are included. Applies to all Proposer's subcontracts and contractual instruments.
21. **Transportation Logistics Prohibition.** No funds may support entities using LOGINK or similar platforms affiliated with the People's Republic of China.
22. **Clean Air Act.** Proposer must comply with standards and report violations to EPA. Applies to contracts and subgrants exceeding \$150,000.
23. **Lobbying Prohibition.** Proposer must certify they have not and will not use federal funds for lobbying. Disclosure required if non-federal funds are used for lobbying activities.
24. **Lobbying Certification for Contracts Over \$100,000.** Certification includes disclosure form SF-LLL when applicable. Civil penalties between \$10,000 and \$100,000 may apply for violations.

Article IV - Scope of Work

1. Scope of Work/Technical Requirements

The work to be provided under this Contract is specified in this Article IV, Scope of Work. SSA, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on mutually agreed upon negotiated commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

- a) Please note in your proposal any deviations from these minimum equipment requirements and the reason(s) for each deviation.

2. Proposal and Project timeline

Subject	Timeline
Release of Proposal	Nov 18th, 2025
Proposer notice of intent to provide Proposal	Dec 4, 2025
Supplier questions due	Dec 4, 2025
Responses to supplier questions due	Dec 11, 2025
Proposal Due	Dec 18, 2025
Notify down selected provider(s)	By Dec 30, 2025
Negotiation (price and MPA/WO)	Jan, 2026
Execution of Award and Contract (Target)	Feb, 2026
Project Completion Date	Sept 30, 2028

3. Estimated Procurement Schedule

- a. Equipment must be fully delivered and commissioned no later than September 30, 2028.
 - i. If the Awarded Proposer fails to deliver and commission by September 30, 2025, or otherwise causes SSA to fall out of compliance with the requirements for grant funding, SSA reserves the right to refuse acceptance of the equipment and any outstanding costs or invoices.
- b. Delivery Address: 2700 Broening Hwy., Lot 200, Baltimore, MD 21222
- c. Delivery Hours: 8:00AM to 3:00PM (ET) Monday Through Friday. No weekend deliveries.

4. Requirements Proposal

a. Project Plan:

- i. **Scope of Work:** Clearly define the scope of work, including all tasks and deliverables required for the successful delivery of the equipment at the terminal and completion of the project, coordinating the inspections, and commissioning the equipment after installation is completed.
- ii. **Schedule:** Provide a detailed timeline for the manufacturing, delivery and commissioning of the equipment, starting from the Effective date of the Word Order as day 1. Include major milestones from Effective Date of the WO through manufacturing, on-site delivery, commissioning and final acceptance. For proposal submission purposes only, Proposer should assume SSA will install the Charging Stations in 2028 followed by commissioning. The actual installation and commissioning schedule will be negotiated with the Proposer post-

award. Discuss strategies for meeting deadlines, managing potential delays, and ensuring flexibility with contingency plans. Include a proposed milestone payment plan. All project activities must be completed and all grant funds disbursed by December 31, 2028.

- iii. **Commissioning Plan:** Provide a detailed commissioning plan, including timelines, responsibilities, tests and pass/fail criteria, and documentation requirements.
- iv. **Training Plan:** Provide a detailed training plan, including timelines, responsibilities, and documentation provided. The selected Proposer will provide training to SSA that describes the maintenance procedures and best practices required to maximize the life of the Reach Stackers and minimize equipment downtime.
- v. **Warranty and Maintenance Offerings:**
 - vi. Warranty begins as soon as commissioning of equipment is performed and SSA accepts the equipment for operational use.
 - vii. Additional Warranty requirements are described in Attachment A – Specification and Requirements.

5. Cost Proposal and Payment Milestones

- a. Equipment will be paid in accordance with an agreed upon milestone schedule.
- b. Invoices will be in form and content reasonably acceptable to Purchaser and will contain reasonable detail describing the basis for the invoiced amounts, including a description of all the equipment delivered, milestones met, agreed-upon reimbursable expenses, and the like.
- c. SSA may require, and the Proposer shall provide all source documentation reasonably required to determine whether amounts on the invoice are allowable expenses under the EPA Clean Ports Program or as may be requested by the EPA. All invoices and expenses are subject to audit.
- d. EPA requires all costs to be allocable, necessary, reasonable, accurate, and allowable. Please refer to 2 CFR Part 200 Subpart E when determining the overall allowability of costs. It is the responsibility of the Proposer to ensure all costs submitted in your proposal are allocable, necessary, reasonable, accurate, and allowable under the federal grant award.
- e. Within your proposal narrative, please prepare a milestone payment table that clearly describes contract milestones, payment amount per milestone, and documentation for each milestone payment. An example table is provided below is subject to modification prior to agreement on the finalized the Contract.

i. Table 1. Milestone Payment Table (To be finalized in negotiation)

Milestone	Payment	Documentation Required
Down payment	30 % of total contract value	Invoice from the Company and Progress Report describing the status of manufacturing
Delivery and Commissioning	70 % of total contract value	Proof of delivery (bill of lading, photos, etc.); Commissioning report

- f. Proposer's cost proposal must comply with 2 C.F.R. Part 200 Subpart E - Cost Principles and 48 C.F.R. Part 31 - Contractor Cost Principles and Procedures. Proposers will not be

entitled to reimbursement for costs that are not Allowable Costs pursuant to the applicable federal regulations and should fashion its cost proposal accordingly.

Article V - Required Proposal Documents

1. Document Checklist

- 1 ☐ Proposer Completed: Attachment A - Specification and Requirements (With any deviations described)
- 2 ☐ Proposer Completed: Attachment B - Pricing Form
- 3 ☐ Proposer Completed: Attachment C - Contract Acknowledgment Form
- 4 ☐ Proposer Completed: Attachment D - Certification Regarding Lobbying
- 5 ☐ Proposer Completed: Attachment E - Certification Regarding Debarment
- 6 ☐ Proposer Completed: Attachment F - Proposal Form
- 7 ☐ Buy America Build America Attestation – Example Reference (Exhibit 4)
- 8 ☐ Project Plan/Schedule timeline to achieve Delivery, Assembly, and Commissioning by Sept 30, 2028
- 9 ☐ Certificate to perform business in the state of equipment delivery
- 10 ☐ Commissioning Plan
- 11 ☐ Training Plan
- 12 ☐ Warranty Details
- 13 ☐ Deviations from the MPA or Work Order (or statement agreeing to the standard language)
- 14 ☐ Company/Product information
- 15 ☐ Addenda Acknowledgement (If applicable)

Attachments and Exhibits are accessible at the following link:

<https://tideworks.box.com/s/lzalt1zkoinnm9uwwgcreie1sspwv13>

2. Proposal Submittals

- 1.1. Proposals shall be submitted on the forms provided by SSA.
- 1.2. All blanks on the Proposal Form must be filled in completely and submitted electronically via email to the POC identified in Article II, Section 11.
- 1.3. Proposal by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 1.4. Proposal prepared by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 1.5. All names must be typed or printed in black ink below the signature.
- 1.6. If applicable, the Proposal shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form).
- 1.7. The address and telephone number for communications regarding the Proposal must be shown.

- 2.8. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in numerical figures only and in US Dollar currency.
- 2.9. A price shall be submitted for each unit price, any extension thereof, and the total amount Proposal. Such prices shall be stated in numerical figures only.
- 2.10. The Proposer shall make no conditions or stipulations on the Proposal or qualify its Proposal in any manner.
- 2.11. The Proposal Form shall include the legal name of the Proposer. The Proposal Form shall be signed only by the person or persons legally authorized to bind the Proposer to a contract.

Attachment F – Proposal Form (Reference)

For: SSA Conventional, Inc – Port of Baltimore

**6610 Tributary St., Suite 200
Baltimore, MD 21224**

Date: _____

PRICING FORM

DELIVERED TO:

Attn: Micah Hultgren
1131 S.W. Klickitat Way
Seattle, WA 98134
(*DELIVER VIA EMAIL – Micah.Hultgren@ssamarine.com*)

PRICING FORM BY: _____

COMPANY: _____ (“Proposer”)

ADDRESS: _____

PROPOSER CONTACT NAME: _____ **EMAIL:** _____

TELEPHONE NO.: _____

Having carefully examined these RFP Documents the Proposer agrees to all the terms outlined in this RFP, including compliance to all grant funding terms, furnish all labor, equipment, and materials (except as noted in Attachment A – Specifications and Requirements) and to perform all Work for this Project in accordance with these RFP Documents, for the consideration of the amounts presented in the following Cost Schedule.

All prices for this Work shall include any State retail sales tax that the Bidder itself pays on the purchase of materials, equipment, and supplies used or consumed in doing the Work. That sales tax shall be shown as a separate item on the Pricing Form.

Attachment B - Pricing Form (Reference)

SSA Conventional, Inc. – Port of Baltimore

RFP ID – 701301

Deployment of Two (2) Battery Electric Reach Stackers

Complete the form to submit prices for the purchase and deployment of Two (2) Battery Electric Reach Stackers. Proposer to complete and verify accuracy of the highlighted sections of this form.

Specifications: See and fully complete Attachment A – Specifications and Requirements. Any proposals without the completed information (Attachment A) will be rejected.

Invoicing: Net 60 Days. Milestones to be finalized in the Work Order (Exhibit 2).

Pricing: The Proposer shall submit firm, fixed pricing for all equipment, materials, components, services, and deliverables required under this RFP. All proposed prices shall remain valid and binding for the equipment duration of the resulting contract.

Delivery Address: 2700 Broening Hwy., Lot 200 Ceres, Baltimore, MD 21222

Delivery Hours: 8:00AM to 3:00PM (ET) Monday Through Friday. No weekend deliveries.

PURCHASE OF Two (2) Battery Electric Reach Stackers					
Item	Description	Quantity	UOM	Unit Cost	Total
1	Electric Reach Stacker (Attachment A – Specifications and Requirements)	2	EA	\$ -	\$ -
2	Shipping and Handling	2	EA	\$ -	\$ -
2	On-Site Assembly and Commissioning	2	EA	\$ -	\$ -
3	OEM-Certified Maintenance/Service Training	1	EA	\$ -	\$ -
Total Cost Items (1-4)					\$ -
Sales Tax					\$ -
Total Project Cost					\$ -

Options					
4	General Coverage Warranty - Additional 1 Year (Total 3 Years)	2	EA	\$ -	\$ -
5	Battery Warranty - Additional 2 Year (Total 8 Years)	2	EA	\$ -	\$ -

Can you meet the project completion deadline (Delivery, Assembly, and Commissioning) of Sept 30, 2028? If not, what is the best completion commitment Proposer can provide?	
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Optional: This section is available for Proposer comments.	
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