

Request for Proposal

Issued By: Forum Mobility, Inc

Issued To: OEMs of Class-8 Electric Drayage Trucks

In Support of: Market Acceleration Program

Issued Date: 8/14/26

Due Date: 9/14/26

Questions & Submissions Email:

OEMRFP@ForumMobility.com

1. INTRODUCTION & BACKGROUND

On December 16, 2024, The Port Department of the City of Oakland was awarded a \$322,167,584 grant from the United States Environmental Protection Agency (US EPA) Clean Ports Program (Clean Ports) to purchase and deploy zero-emission technology at the Port of Oakland in California (POAK). Forum Mobility, Inc. (Forum) was awarded a Clean Ports grant as a Subgrantee of the POAK.

Forum will utilize the Clean Ports Subgrant award to implement its Market Acceleration Program (MAP, or the Program), facilitating the purchase and deployment of at least 226 heavy-duty electric vehicles (HDEVs). The MAP is a low-cost leasing program for drayage carriers that service the POAK at least one hundred (100) times per year. Forum will implement all aspects of the MAP including overseeing truck leasing and grant administration.

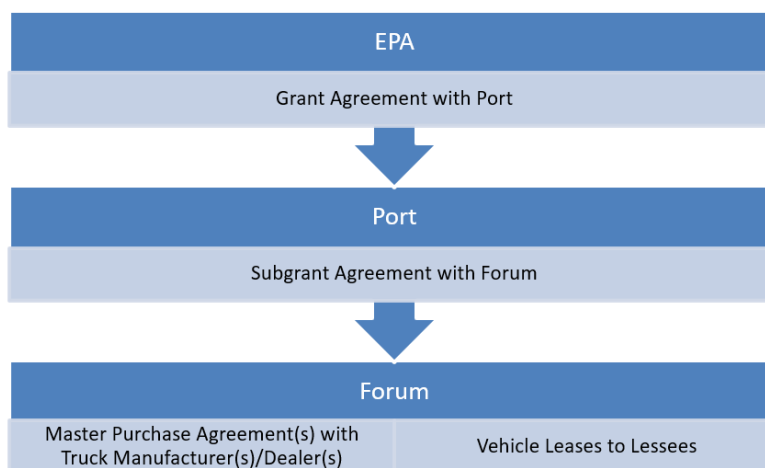
2. PURPOSE

The objective of this RFP is to solicit proposals from Heavy-Duty Electric Vehicle (HDEV) Original Equipment Manufacturers (OEMs or Proposers) to provide HDEV for the Program.

For the avoidance of doubt, only OEMs are eligible to respond to this RFP. OEM dealers and other relevant OEM partners may be identified in the submission, along with their applicable roles and responsibilities, but responses must be OEM led.

3. ROLES & RESPONSIBILITIES

The following diagram outlines the key stakeholders and participants of MAP.



Lessee's Journey:

Below is an indicative Lessee's Journey to illustrate how the parties will collaborate and work together to achieve the MAP's goals. Note that this is intended for illustration purposes only, as individual Customer Journeys are subject to change.

1. **Potential Lessee Identified.** Forum will conduct program outreach to potential Lessees interested in participating in the Program and Forum will evaluate the Lessee's operations and performance needs.
2. **Pricing Presented.** Forum presents to a Lessee the truck options and indicative all-in lease rate offered by the OEM.
3. **Manufacturer/Dealer.** After the Lessee selects a truck to lease for use in the Program, Forum engages the truck manufacturer/dealer.
4. **Processing of Other Incentives.** If the Lessee is eligible for State or local incentive funding, Forum coordinates the process for utilizing those other funding sources, such as working with the selected manufacturer/dealer to facilitate paperwork.
5. **Lessee Eligibility.** Forum ensures the Lessee's operations are consistent with meeting the required number of visits to the Port per year and approves the Lessee's credit based on Forum's credit criteria.
6. **Other Incentives Confirmed.** Forum confirms that funding from other State or local incentive program(s) is reserved.
7. **Agreement Execution.** Lessee executes Vehicle Lease Agreement with Forum.
8. **Truck Purchase Order.** Forum submits purchase order to truck OEM.
9. **Trucks Delivered.** The trucks for the Lessee are delivered by truck OEM. Forum pays the truck OEM the purchase price less deposit, net of any other state or local incentives. Forum will work with dealer and OEM to ensure proper titling and registration of the truck.
10. **Truck Leasing Program Reimbursement.** Forum submits an invoice to the POAK for reimbursement of the incurred eligible costs.
11. **Vehicle Lease Agreement term begins.** Lessee begins making lease payments to Forum under the terms of the Vehicle Lease Agreement.
12. **Lessee Obligation.** Lessee provides drayage service to the Port according to the terms of the Vehicle Lease Agreement, including making the required visits to the POAK as defined by the US EPA in accordance with the terms of the federal grant for the Clean Ports Program.

4. TRUCK SPECIFICATIONS

- a. The selected Proposer(s) will provide up to 226 Class 8 Battery Electric Drayage Trucks meeting the specifications set forth in this RFP.
- b. The trucks must be CARB certified and meet all standards required by the HVIP program and EPA standards.

- c. HVIP-eligible vehicles and chassis must be new, model 2026 or newer, and not yet have been registered in any state or paid for by the purchaser. Used vehicles (including vehicles used by the dealers, manufacturers or other entities or for demonstration purchases) are not eligible for HVIP and will not be accepted under this RFP.
- d. Any delivered chassis must match the chassis listed on the corresponding CARB Executive Order.
- e. The Vehicle Emissions Control Information (VECI) label must be provided on the chassis and the information must match the CARB Executive Order.
- f. The trucks must be delivered completely serviced and ready to operate.
- g. Forum does not accept requests for early payment, down payment or partial advance payment for this purchase.
- h. Payment terms will be 100% payment of the cost of each truck three business days after delivery to Forum and an itemized invoice satisfactory to Forum in its sole determination.
- i. Forum reserves the right to withhold 10% retainage if the truck(s) do not meet the specifications required herein and offered by the Proposer.
- j. If the Proposed trucks have different battery options such as higher kW capacity, or an advanced traction motor for use on hilly terrain, please itemize those options in the Price Proposal and include a description of the option in the Proposal. Forum may elect to purchase some trucks with a base configuration and others with optional equipment at its sole discretion.
- k. Respondent shall complete Attachment B FORUM MOBILITY INC., RFP and submit it with its Proposal. Failure to submit this attachment may result in disqualification. Forum will include the Summary in its Evaluation of the Proposal.

5. PURCHASE SCHEDULE

- a. Purchase Schedule. Forum anticipates ordering trucks in batches, however, there is no guarantee on the estimated number or timelines. These delivery estimates are for example purposes only and is not a commitment from Forum:

2026	2027	2028	Total
30	98	98	226

- b. Forum may elect to order a truck in anticipation of potential leases, but may not take delivery of all vehicles at the same time. The Proposer shall stage the trucks on order at their facility until Forum is ready to accept delivery. The estimated time that trucks must be held before delivery may range from a few days to several weeks. Truck OEMs may include flooring fee estimates for in the line item "Other Costs (describe)" within the Pricing Form of ATTACHMENT A. The OEM will ensure that the vehicles are secure and not used in any manner during the time they are stored at the OEM facility.

- c. The Pricing Form of ATTACHMENT A shall reflect volume-based discounts offered by the truck OEM based on the total number of trucks ordered under MAP. Proposers shall clearly identify the applicable order-volume thresholds, discount amounts or percentages, timing and conditions for applying each discount.
- d. The submission of a Proposal in response to this RFP, participation in any evaluation process, and/or selection as a successful Proposer shall not guarantee that Forum will place any purchase order or provide any minimum order volume with such Proposer or any truck OEM. Any purchase orders will be issued, if at all, only at Forum's sole discretion and subject to MAP needs, available funding, applicable approvals, and execution of mutually acceptable purchase documentation.

6. TELEMATICS

- a. Forum will employ a telematics system to collect data required for compliance with the HVIP and MAP reporting requirements. If the Proposer offers a telematics reporting system as a standard feature of its trucks, provide details on the system and the associated cost for any licenses or other costs associated with the system as a separate line item in the Cost Proposal.
- b. Forum reserves the right to install its own telematics system or a system provided from an independent third party, at Forum's sole discretion. The Proposer shall not impede the ability of Forum to collect and report telematics data, nor shall it require an additional fee for allowing a third-party provider to connect to the truck.
- c. All data generated by the telematics system is private and confidential and shall remain the sole and exclusive property of Forum. The selected Proposer shall not disclose the identity of Forum, nor distribute or disclose confidential information to any third party, without the prior written authorization from Forum.

7. MISCELLANEOUS

- a. Taxes. The selected Proposer will be responsible for all federal, state and local taxes on their equipment Proposed for this RFP. Forum may request an itemized breakdown of the taxes included in the Price Proposal.
- b. 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 the Proposal to be rejected.
- c. Proposers shall include in their Proposal the anticipated useful life of the trucks operated in a normal marine environment with all applicable maintenance requirements completed.
- d. Protests. A Proposer protesting for any reason the RFP documents, procedures, or other solicitation actions. See below for Protest Procedures.

Protest Procedures: Any Respondent that has timely submitted a responsive Proposal that contends or claims that Forum's proposed award of a contract based on this RFP fails to comply with EPA rules and regulations or with law must file a protest in accordance with the provisions set forth below:

- i. Any protest must be submitted in writing to Aaron Nach, Asset Manager, and received by August 19th, 2026 no later than 5:00 p.m., the third (3rd) business day following the date of Proposal opening.
 - ii. The protest must include the name, address and telephone number of the person representing the protesting party.
 - iii. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.
 - iv. Any protest not conforming to the foregoing shall be rejected by Forum without recourse.
- e. Subcontracts and Assignment. The selected Proposer shall not subcontract, assign or otherwise transfer its obligations under this subcontract without the prior written consent of the Forum CEO. The selected Proposer shall provide a minimum of thirty calendar days advance notice of its intent to subcontract, assign or otherwise transfer its obligations under this Contract. Violation of this condition may be a material breach establishing grounds for termination under this subcontract.

8. CHANGE IN COST DUE TO GOVERNMENT ACTIONS

- a. During the MAP period, the selected Proposer(s) shall not be responsible for changes in the cost of the trucks that are levied by a federal, state or local government agency that were not known at the time of Proposal submission and acceptance, including surcharges, taxes, tariffs, or required inspection costs levied after Proposal acceptance but prior to delivery of each truck.
- b. The selected Proposer(s) will submit to Forum's designee a detailed explanation of the increased cost, including a summary of the government action(s) directly causing the increased cost, the date it became effective and the cost impact directly to the truck ordered under the MAP. The selected Proposer(s) will not be permitted to add any additional costs to the change, including overhead or profit, unless required by the government action.
- c. Forum will consider an equitable adjustment to the cost of the trucks or may elect to cancel some or all of the trucks to be purchased, at its sole discretion.

- d. Conversely, if changes in the cost of the trucks is reduced by a federal, state or local government agency in the form of a reduced tax, tariff, rebate, credit or other financial incentives that were not known at the time of Proposal submission and acceptance, the selected Proposer(s) will equitably adjust the cost of each truck, including applicable overhead and profit, at the time the reduction is enacted.

9. FORCE MAJEURE

The selected OEM shall not be liable for any excess costs if the failure to perform the scope of work under the MAP that arises out of causes beyond the Contract and without the fault and negligence of the selected truck OEM. Such causes must be clearly documented to the satisfaction of the Forum CEO and may include, but not restricted to, Acts of Nature, acts of the public enemy, Acts of the U.S. Government in its sovereign capacity or Forum in its contractual capacity, fires, floods, epidemics, strikes, freight embargos, unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of the selected OEM. Under no circumstance shall the selected Proposer(s) be entitled to additional compensation as a result of a force majeure event.

10. PROPOSAL SUBMISSION DETAILS

Proposals must be submitted electronically in PDF format to OEMRFP@Forummobility.com no later than **5 PM ET on Friday, September 14, 2026**. Proposals received after the stated date and time may not be considered. Forum is not responsible for electronic files that cannot be opened or corrupted files. If files cannot be opened, Forum reserves the right (but does not have the obligation) to contact the Submitter and take reasonable measures to receive an openable file. Proposals must not be password-protected or have any type of restriction applied to the file or contents. The Proposal represents that the truck OEM has read and clearly understands this RFP and can provide the required products and services.

Timeline:

RFP Process and Schedule	
Milestone	Date
Release to Truck OEMs	August 14, 2026
Questions to Forum Mobility	August 26, 2026
Answers to Proposer	September 2, 2026
Submissions Due	September 14 2026, 5 PM ET

Questions and Contact Information: Any questions concerning this RFP must be emailed to OEMRFP@ForumMobility.com no later than **5 PM ET on August 19, 2026**. If deemed appropriate by Forum, questions (without identification of the questioner) and their answer may be posted to the applicable page on the Forum Mobility website for clear and consistent communication. Each

Proposer is responsible for requesting further explanation, by the date noted above, if they do not fully understand or believe the information contained herein could be interpreted in more than one way. Forum shall have no obligation to correct, nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this RFP.

All costs and expenses incurred in the preparation and delivery of Proposals and/or participating in any of the subsequent activities will be the sole responsibility of the Proposer.

Compliance: The MAP is being conducted utilizing federal funds and is subject to the requirements of 2 CFR Part 200 (Uniform Guidance). Applicable federal terms and conditions will be incorporated into the resulting contract, with a representative sample provided in Exhibit A. All Eligible Trucks purchased under this RFP must be from Proposers that have the ability to manage federal compliance requirements.

11. EVALUATION OF PROPOSALS

Minimum Qualifications: Forum will review Proposals against the following minimum qualification criteria, each factor of which shall be satisfied by the Proposer:

- a. **Compliance with Truck Specifications.** The proposed trucks must comply with each of the Truck Specifications set forth in Section 4 of this RFP. For the avoidance of doubt, this RFP is focused on HDEVs with a 6x4 axle configuration and a gross combined weight rating (GCWR) of at least 82,000 lbs.
- b. **Delivery within Program Window.** The proposed trucks must be capable of delivery on a schedule consistent with deployment of the minimum 226 trucks required under MAP by the end of 2028.
- c. **Production-Ready Trucks.** The proposed trucks must be production-ready and commercially available, and may not be first-of-a-kind demonstration, pilot, prototype, research and development, or other non-commercial vehicles. A vehicle model that cannot be produced and delivered at commercial scale within the MAP window shall not satisfy this minimum qualification.
- d. **HVIP Eligibility.** The proposed trucks must be eligible under the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project, or HVIP, and must satisfy all applicable HVIP requirements.
- e. **Battery Electric Zero-Emission Powertrain.** The proposed trucks must utilize a battery electric, zero-emission powertrain suitable for the Program's Class 8 electric drayage truck deployment requirements.
- f. **Warranty & Maintenance.** The proposed trucks carries an OEM (or OEM-authorized dealer) warranty covering the battery and drivetrain. The Proposer or its authorized dealer network provides warranty and maintenance service at no less than one physical service location in Northern California, or a committed mobile-service equivalent covering the Port of Oakland service area.

Forum reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, to modify or cancel this RFP in part or in its entirety, to request new RFPs, and to award decision(s) in the manner in which Forum deems to be in Forum's best interest and in a manner consistent with 2 CFR Part 200, ensuring fair and open competition.

Forum will evaluate Proposals to determine whether the proposed trucks satisfy the Minimum Qualifications set forth in this Section 11 and otherwise meet the requirements of this RFP. Forum reserves the right, in its sole discretion, to conduct negotiation exchanges, seek clarifications or additional information, and permit one or more Proposers to revise their Proposals, provided that any such process is conducted in a manner consistent with applicable procurement requirements and the principles of fair and open competition.

Forum anticipates making one or more awards under this RFP to Proposer(s) however, it reserves the right to make no awards.

12. PROPOSAL CONTENTS

Proposers must complete the following attachments and include them in their Proposals, as appropriate (including the appropriate section name).

a. Technical Compliance & Vehicle Compliance

The "Technical Compliance & Vehicle Compliance" proposal shall use no less than 10 pt font, shall not exceed 20 pages, excluding a cover page and any table of contents.

Proposers shall provide a written explanation detailing how each proposed truck model complies with the Minimum Qualifications set forth in Section 11 of this RFP, including sufficient supporting information to allow Forum to determine whether the proposed truck satisfies each applicable threshold requirement.

Proposers should complete the table in ATTACHMENT B, FORUM MOBILITY, INC. of the RFP to provide information on proposed truck specifications.

b. Vehicle Price and Payment Terms

All Proposals must include information on the vehicle price and payment terms. Proposers shall complete the table in ATTACHMENT B, FORUM MOBILITY, INC. RFP to detail information on vehicle price and payment terms. Forum reserves the right to negotiate payment terms.

Proposers shall submit sales information sufficient to support the reasonableness of the proposed truck price, including recent commercial sales of the same or substantially similar proposed trucks in quantities or transaction values of similar magnitude to those contemplated by this RFP. Such supporting sales information may include, as applicable, customer names or anonymized customer



identifiers, transaction dates, quantities, configurations, unit prices, volume discounts, incentive treatment, and any material differences between the commercial sales and the trucks proposed for MAP. The sales information submitted under this subsection shall not exceed 25 pages.

Note, Pricing per Vehicle for 2026 and 2027 deliveries will be firm pricing.

Exhibit A to OEM RFP
Flow down Terms and Conditions
Subcontracts in Support of a Federally Funded Agreement

Subpart A. Agreement Provisions

1. Purpose

This **Subcontract** supports a Federally Funded Subgrant Agreement between Forum Mobility, Inc. (“Forum”) and the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners (“Port” or “Port of Oakland”) (the “Subgrant”), awarded under a Grant between the Port and the Environmental Protection Agency (“EPA”) (the “Grant”).

2. Flow down Requirements

- a. Subcontractor must include in all lower tier subcontract agreements, all applicable federal award terms, and conditions in 2 C.F.R. Part 200 as amended by 2 C.F.R. Part 1500 as set forth in 2 C.F.R. 200.101.
- b. Subcontractor must include in all lower tier subcontract agreements, all other requirements as applicable in this Exhibit or elsewhere in the Agreement.

Subpart B. Subcontract Provisions Required to Support and Facilitate Forum’s Compliance with the Award Agreement.

1. Governing Law/Venue

This Agreement must be construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflict of law. Subcontractor hereby consents to the exclusive jurisdiction of the state and federal courts in Alameda County, California or the United States District Court for the Northern District of California, and any actions arising out of or filed in connection with this Subcontract must be filed solely in these courts.

2. Compliance with Laws

All activities that Subcontractor performs, or causes to be performed, under this Subcontract shall at all times comply with applicable federal, state, or local law, regulation, or rule, as they may be amended or superseded from time to time.

3. Time is of the Essence

Time is of the essence in the performance of all obligations under the Subcontract.

4. Insurance Requirements

- a. Subcontractor shall maintain, at Subcontractor's own expense, all insurance required by this subsection, Including but not limited to: (1) Comprehensive General Liability Insurance ("CGLI"), (2) Auto Liability covering owned, hired and non-owned autos, and (3) Worker's Compensation and Employer's Liability Insurance in the amounts required by the State of California. The CGLI and Auto Liability coverage shall be in the amount of Five million dollars (\$5,000,000). CGLI limit shall apply to each occurrence and in aggregate. Auto Liability limit shall be combined single limit. This Agreement shall require these limits or Subcontractor's current limits, whichever are greater. Subcontractor shall cause Forum to be named as an additional insured under the CGLI and Auto Liability policies described herein.
- b. If excess or umbrella insurance is used to meet any requirements of this subsection, such excess or umbrella insurance shall strictly follow form, and be subject to all requirement applicable to underlying coverages.
- c. Subcontractor shall meet all insurance obligations of the Subaward Agreement that are imposed on Forum that are relevant to the project.
- d. If any additional insurance, whether type or amount, is required of Subcontractor by any agreement with Forum, then that type or amount of insurance shall be required under this Subcontract.
- e. Any insurance held by Subcontractor related to this Subcontract shall be deemed required by this Subcontract, and Forum shall be included as additional insured whenever such additional insured status is automatic when required by contract.
- f. Any insurance held by Subcontractor shall waive rights of subrogation in favor of Forum whenever such subrogation waiver is automatic when required by contract.
- g. Any insurance held by Subcontractor shall be Primary to any insurance held by Forum whenever such primary status is automatic when required by a contract with Forum.
- h. Any insurance held by Subcontractor shall not require insurance held by Forum to contribute whenever such status is automatic when required by contract.
- i. Subcontractor shall not do anything to limit the efficacy of these automatic provisions.

- j. Subcontractor shall provide evidence of these insurance policies, in a form Satisfactory to Forum, including insurance certificates, actual policy pages, and other forms Forum may require, if requested by Forum at any time. Subcontractor shall send evidence of insurance to:

Forum Mobility, Inc.
Attn: Risk Management Department
550 California St Suite 675
San Francisco, CA 94104
Email: insurance@forummobility.com

- k. Written binders may be acceptable as interim evidence. Upon failure to so file such insurance certificate, Forum may without further notice and at its option either: (1) exercise Forum's rights; or (2) procure such insurance coverage at the Licensee's expense and the Licensee shall promptly reimburse Forum for such expense (operations or occupancy may be interrupted without proper evidence).
- l. Subcontractor, shall require all lower tier subcontractors to also comply with the requirements of this subsection at no expense to Forum, and shall require all parties to insure their vehicles used to perform under this Subcontract for full replacement cost, or at least up to the amount of any and all applicable legal or contractual obligation, including the provisions of 2 CFR Parts 200 and 910, against any damage, loss, accident or theft, at no expense to Forum.

5. Mandatory Disclosures

Consistent with 2 CFR 200.113, the Subcontractor must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the Forum, and the EPA Office of Inspector General ("OIG"). The methods to contact the EPA OIG are (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

6. Termination

- a. Forum may, in writing and without cause, direct the subcontractor to suspend, delay or interrupt services, in whole or in part, for such periods of time as Forum may determine in its sole discretion. Such suspension shall be treated as an excusable delay.
- b. Termination for Cause. Forum may, in writing, terminate this contract in whole, or from time to time, in part, for cause, should the subcontractor commit a material

breach of all or part of this contract and not cure the breach within ten calendar days of the date of Forum's written notice to subcontractor demanding such cure. Upon Forum's termination for cause, subcontractor shall be liable to Forum for all loss, cost, expense, damage and liability resulting from such breach and termination.

- c. Termination for Convenience. Forum may, in writing, terminate this subcontract in whole, or from time to time, in part, for convenience, as Forum may determine in its sole and reasonable discretion. Upon such Forum termination for convenience, subcontractor shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, but may recover no other cost, damage or expense.

7. Resource Conservation and Recovery Act

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.33, Subcontractor is required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more.

8. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

If this Agreement in the aggregate is in excess of \$150,000 the Subcontractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to EPA and the Regional Office of the EPA.

9. Indemnification

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782, 2782.6, and 2782.8), Subcontractor will defend (with legal counsel chosen or approved by the Forum Attorney), indemnify, release, and hold harmless Forum and its officers, agents, departments, officials, representatives, and employees from and against the Liabilities.

"Liabilities" means any and all claims, losses, costs, damages, injuries, including, without limitation, injury to or death of Subcontractor's invitees, employees, consultants or subcontractors, expenses and liabilities of every kind, nature, and description, including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys' fees (including in-house paralegal and attorneys' fees), Forum staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation that arise from or relate to, directly or indirectly, in whole or in part: (i) the Project, or any part thereof; (ii) any act or omission of Subcontractor or anyone acting through or on behalf of Subcontractor, its subcontractors or consultants; (iii) any claim of infringement of the patent rights,

copyright, trade secret, trade name, trademark, service mark or any other intellectual property or proprietary right of any person or persons in consequence of the use by Forum to be supplied in the performance of this Subcontract; or (iv) any claim of unauthorized collection, disclosure, use, access, destruction, or modification, or inability to access, or failure to provide data, by any person or persons in consequence of any act or omission by Subcontractor, its subcontractors or consultants.

The obligations to defend, hold harmless, and indemnify any Indemnitees will not apply to the extent that the Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of the Indemnitees, but will apply to all other Liabilities.

The obligations in this Section will survive the termination of this Subcontract.

10. Contract Work Hours and Safety Standards

All subcontracts including the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by the U.S. Department of Labor Regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, Subcontractor will compute the wages of every mechanic and laborer on the basis of a standard 40-hour work week. Any work in excess of this will require paying the worker at a rate of one and half times the basic rate of pay for that specific work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. Debarment and Suspension (Executive Orders 12549 and 12689)

Subcontractor warrants, represents, and certifies that neither it nor any of its directors, officers, managers, or employees are currently, and in the past six (6) years have been, listed on the governmentwide exclusions in the System for Award Management ("SAM"). The Subcontractor shall report in writing to Forum within three (3) calendar days of receiving notice that it or any of its directors, officers, managers or employees have been suspended or proposed for suspension or debarment by any state or federal agency.

If this Agreement is expected to equal or exceed \$25,000, Subcontractor certifies compliance with 2 C.F.R. Part 180, Subpart C and must include a term or condition requiring compliance with 2 C.F.R. Part 180 in all lower tier subcontract agreements that are expected to equal or exceed \$25,000.

12. Anti-Lobby Restrictions

Subcontractor and lower tier subcontractors certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or 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, any other Federal award covered by 31 U.S.C. 1352.

Subcontractor and lower tier subcontractors that apply or bid for an award exceeding \$100,000 certify they will complete and submit linked [Standard Form—LLL, “Disclosure Form to Report Lobbying.”](#) in accordance with its instructions for a violation of this clause. 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.

Subcontractor and lower tier subcontractors must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to Forum.

13. Prohibition on Certain Telecommunications and Video Surveillance Service Equipment or Services

Subcontractor and any lower tier subcontractors are prohibited from procuring or obtaining telecommunications equipment, services, or systems:

- a. Produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- b. Produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- c. Provided by such entities or using such equipment;
- d. Produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

14. Prohibited Logistics Platform

The Respondent certifies that it complies with Section 825 of the National Defense Authorization Act and does not use in part or in whole: the national transportation logistics public information platform (commonly referred to as ‘LOGINK’); any national transportation logistics information platform provided by or sponsored by the People’s Republic of China, or a controlled commercial entity; or a similar system provided by Chinese state-affiliated entities. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Equal Employment Opportunity

During the performance of this Subcontract, the Subcontractor agrees as follows:

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Subcontractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

16. Utilization of Disadvantaged Business Enterprises General Compliance (40 CFR Part 33)

The Subcontractor agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement in compliance with 40 CFR 33.301. Records documenting compliance with the six good faith efforts found at 40 CFR 33.301(a)-(f) shall be retained.

The Subcontractor must pay lower tier subcontractors for satisfactory performance no more than 30 days from the Subcontractor's receipt of payment from Forum. Subcontractor must provide written notice to Forum prior to any termination of a DEB subcontractor for convenience by the Subcontractor. If a DBE subcontractor fails to complete work under the subcontract for any reason, Subcontractor must employ the six good faith efforts described in 40 CFR 33.301 if soliciting a replacement subcontractor. The Subcontractor must employ the six good faith efforts even if the Subcontractor has achieved its fair share objectives under 40 CFR Part 33 Subpart D.

The Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Subcontractor 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 Subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this Subcontractor or other legally available remedies.

17. Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-owned Businesses, and Labor Surplus Firms

When possible, the Subcontractor 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) which are considered as set forth below.

Such consideration means:

- a. These business types are included on solicitation lists;
- b. These business types are solicited whenever they are deemed eligible as potential sources;
- c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- d. 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;

- e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring lower tier subcontractors apply this section to subcontracts.

18. Domestic Preferences for Procurements

The Subcontractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all lower tier subcontracts, and purchase orders under Federal awards.

For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19. Build America, Buy America

a) Requirements.

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 Buy America 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 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 specific Clean Ports Program projects should be submitted to BABA-OTAQ@epa.gov. See EPA's “Build America, Buy America” general term and condition for additional requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

b) **Waivers.**

Respondent will indicate its compliance with the BABA requirements in its proposal. If the proposed trucks are not BABA compliant, Respondent will provide a statement whether the proposed truck does not meet the 55% domestic content requirements under BABA, or does not meet the requirement to be assembled in the U.S., or both. Forum may elect to submit a request to the Port for consideration of a waiver, but is not required to. Waivers are solely at the Port’s discretion.

The Clean Ports BABA waiver is valid through December 31, 2027.

A list of existing approved EPA waivers is available on the EPA Build America, Buy America website (including a waiver specific to the Clean Ports Program) at: <https://www.epa.gov/cwsrf/build-america-buy-america-babaapproved-waivers>). Please continue to monitor this website for further BABA guidance or any future EPA waivers that may impact the Clean Ports grants program.

20. Record Retention, Access to Records

The Respondent agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.334, “Records Retention and Access”. The Respondent agrees to provide sufficient access to these records upon request by the federal Environmental Protection Agency, the Port of Oakland, the subawardees, or their designate.

Subcontractor must maintain unaltered all Records during the Retention Period.

- a. “Retention Period” means the Term of this Subcontract plus an additional four (4) years following the later of: (a) termination of this Subcontract, (b) Forum’s final disbursement under the Subgrant Agreement, (c) resolution of pending issues

between the Parties under this Subcontract, or (d) submission of the final financial report to the EPA. If any litigation, claim, or audit related to the Subcontract is stated before the expiration of the four (4)-year period involving the Forum or Subcontractor, Subcontractor must maintain all appropriate records until these actions are completed and all issues resolved.

- b. “**Records**” means complete and accurate books of account and supporting documentation in a form consistent with generally accepted accounting principles, in electronic and other mediums, related to this Subcontract or prepared by or furnished to Subcontractor during the course of performing the Services or which show the actual costs incurred by Subcontractor in the performance of this Subcontract, including (without limitation) documents, correspondence, copies of contracts and communications with subcontractors and consultants, internal memoranda, calculations, books and accounts, accounting records documenting work under this Subcontract, invoices, payrolls, cancelled checks, payrolls, and such other evidence or information as Forum may require. Records include programmatic reports, including information on environmental results, and audit findings.

21. Endangered Species Act, as specified in 50 CFR Part 402.

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species.

22. Program Fraud and False or Fraudulent Statements or Related Acts.

The Respondent acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. §3801 et seq. apply to its actions.

23. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387,) as amended.

(For purchases in excess of \$150,000.) The Respondent shall comply with all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to Forum. and the regional office of the Environmental Protection Agency.

24. Energy Policy and Conservation Act (42 U.S.C. 6201.)

Respondent agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

25. No Federal Government Obligation to Third Parties.

The Respondent acknowledge and agrees that, notwithstanding an concurrence by the EPA in or approval of the solicitation or award of the underlying contract, absent the express written consent by the EPA, the EPA is not a party to this contract and shall not be subject to any obligations or liabilities to the Respondent, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. The Respondent agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance by the EPA.

26. Notice of Legal Agreement or Litigation

During the performance of this Contract, the Respondent agrees as follows:

- a. The Respondent shall promptly notify Forum of any current or prospective legal matter that may affect Forum, the Port of Oakland or the Federal Government. Legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming Forum, or Port of Oakland or the Federal Government as a party to litigation or any legal agreement in any forum for any reason.
- b. This notification provision applies to instances of false claims under the False Claims Act, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.
- c. Knowledge, as it is used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Respondent. In this paragraph, “promptly” means to refer to information without delay and without change.
- d. The Respondent agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by EPA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. Federal Tax Liability and Recent Felony Conviction

The undersigned certifies, to the best of his or her knowledge and belief, that it (A) Does not have any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner

pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) Was not convicted of the felony criminal violation under any federal law within the preceding 24 months. The Respondent further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

28. Iran Contracting Act of 2010

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

SUBMISSION CHECKLIST

Title		Must Be Returned with Your Proposal
1	Instructions to Proposers	No
2	Price Proposal Form (Attachment A)	Yes
3	Federal and State Certifications (Attachment A)	Yes
4	OEM and Vehicle Attribute Summary (Attachment B)	Yes
5	Contractor Insurance Requirements	No

END OF DOCUMENT