

**FORKLIFT SUPPLY AND MAINTAIN
VENDOR SCOPE OF WORK and PERFORMANCE REQUIREMENTS**

SECTION 3 - PART 1 - GENERAL

3.1.1 SUMMARY

This Section specifies the Vendor's scope of work and performance requirements regarding the forklift fleet supply and maintain program.

3.1.2 SCOPE OF WORK

Vendor shall provide and deliver a sufficient number and type of forklifts and associated attachments as listed herein and as per all of the contract requirements and specifications. In addition, Vendor shall provide all labor, materials, parts, tools, equipment, testing equipment, transport, and services as required to provide an all-inclusive professional maintenance program for the vendor supplied forklifts.

Base bid shall consist of the following forklifts:

- a) 18 each 11,000 pound lift capacity forklift (Hyster H110FT or equivalent),
- b) 26 each 12,000 pound lift capacity "Box Car Special" forklift (Hyster S120FTS or equivalent),
- c) 3 each 15,500 pound lift capacity "Box Car Special" forklift (Hyster S155FT or equivalent),
- d) 11 each 15,500 pound lift capacity forklift (Hyster H155FT or equivalent),
- e) 2 each 36,000 pound lift capacity forklift (Taylor XH360L or equivalent), and
- f) 1 each 55,000 pound lift capacity forklift (Taylor XH550M, Hyster H550XD or equivalent).

See section 2.0 for designated locations for the forklifts.

61 Total Forklifts - NEW

In addition to providing the required forklifts, Vendor shall provide and install as part of monthly base bid cost, at no additional cost to the GPA, the following items:

- tires,
- routine replacement items, such as mirrors, lights, strobes, missing carriage / fork locking pins, etc.
- repair of all fluid leaks (oil, hydraulic, fluids, etc.)
- safety items, such as seat belts, horns, back-up alarms, fire extinguishers, etc.
- items, which need to be replaced due to normal wear and tear,
- components that fail during normal operation of the forklifts, and
- engine oil, brake fluid, hydraulic fluid, lubricant, grease, as required to properly service and maintain Vendor's forklifts.

GPA will only be responsible for the following items:

- fueling,
- forklift damages as per the contract documents,
- pro-rated cost for seat replacement,
- pro-rated cost for damaged tire replacement, and
- forklift paper handling attachments

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Vendor shall provide initial forklift orientation and perform annual operator training in accordance with OSHA standards.

3.1.3 GPA TERMINAL OPERATIONS

GPA Terminals normally operate 361 days per year, 24 hours per day. The four Holidays are New Year's Day, July 4th, Labor Day, and Christmas Day.

3.1.4 GPA HISTORICAL FORKLIFT UTILIZATION

For Vendor's information and use in determining the proper equipment and maintenance requirements for this supply and maintain contract, attached utilization spreadsheet specifies annual forklift utilization by terminal for the last three years.

3.1.5 LOANER FORKLIFTS

A loaner forklift shall be provided to replace lifts out of service for lifts out of service for an extended maintenance period of 48 hours or more. Vendor shall provide each size as necessary to properly support GPA operational needs including additional substitute equipment, as necessary, to allow Vendor to perform normal, routine, and emergency repairs as required.

3.1.6 FORKLIFT TRANSFER BETWEEN TERMINALS

As stated above, due to the dynamic variations in GPA's equipment needs, GPA reserves the right to increase or decrease the size of the fleet at each terminal as necessary to properly support our operational needs. On occasion GPA may need to transfer forklifts between terminals. GPA will endeavor to provide as much notice, as practical, to allow Vendor to arrange transport between terminals. Cost per move will be invoiced per Vendor's cost listed in section 2 – pricing.

3.1.7 FLEET CONDITION

All equipment shall be new, incorporate state-of-the-practice performance and productive features, ergonomically designed, and with emphasis upon operator comfort.

3.1.8 FORKLIFT MAINTENANCE

Vendor shall provide all labor, materials, parts, tools, equipment, testing equipment, transport, and services as required to properly maintain the equipment in accordance with the requirements of the Original Equipment Manufacturers (OEM) recommendations and normal industry practices.

Work shall include all necessary activities to maintain the fleet in a first-class, reliable, functional, comfortable, and clean manner. This includes all activities as required to perform proactive and preventative maintenance, routine repairs, emergency repairs, and damage repairs.

3.1.9 FORKLIFT SERVICING

Vendor shall provide all labor, materials, parts, tools, equipment, and services as required to properly service their equipment at GPA's fleet parking area. As a minimum, the following activities shall occur on a weekly basis:

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- A. Perform complete inspection of each vehicle, identify any damage, record hour meter reading, and generate inspection report.
- B. Change mirror heads, and minor items as required.
- C. Check all fluid levels and fill as necessary.
- D. Check tire pressure, if pneumatic.
- E. Clean (blow out with air pressure) the radiator. (Note: special attention shall be applied to the cleaning of radiators)
- F. Confirm that all of the following safety items are functional and/or located on the equipment:
 - Work lights, flood lights, taillights, and turn signals, if equipped
 - Fire extinguisher(s), in place and charged,
 - Horn, and back-up signal warning
 - Brakes (including parking brake), and
 - Strobe light(s).

As a minimum, the above activities shall be performed at the following times for the listed GPA terminals:

- G. Garden City and Ocean Terminal - As a minimum, once per week anytime between Friday night after midnight and before 7:00 A.M. on Monday morning or otherwise at times authorized by the appropriate GPA manager.
- H. Mayors Point Terminal - As a minimum, once per week anytime between the hours of 6:00 a.m. and 8:00 a.m. on Monday or otherwise at times authorized by the appropriate GPA manager.

As a minimum, the following shall occur on a monthly basis:

- I. Each piece of equipment shall be thoroughly cleaned before returning to service. As a minimum, this shall include power-washing exterior, radiator, and engine compartment.

3.1.10 SEAT REPLACEMENT PROGRAM

- A. Forklift seats shall be replaced after 5,000 hours of operation at no cost to GPA.

If seat(s) replaced at GPA's request prior to the specified hours pro-rated seat replacement cost shall be as listed in section 2 –Wear & Tear items, Seat Replacement Program.

Replacement cost shall include removal of existing seat, disposal of old seat, furnish new seat (not a reupholster of the existing seat), and install a new seat, which is comparable or better than the original seat provided with the forklift.

If seat replacement price is expected to increase over time, such increase should be specified with the proposal, otherwise the stated price will be considered for the life of the contract.

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- B. At the request of GPA, Vendor shall replace individual forklift seats at any time during the forklift supply contract.

If GPA requests that the seats be replaced prior to the specified 5,000 operating hour anticipated replacement period, then the requested replacement seat(s) shall be replaced. Cost of the early replacement seat shall be predicated upon a prorated basis (i.e., if seat is requested to be replaced after 2,500 operating hours, then the cost would be equal to 2,500 operating hours divided by the expected replacement life of 5,000 operating hours times the specified seat replacement cost indicated by vendor.

3.1.11 TIRE REPLACEMENT PROGRAM

- A. Tires to be replaced at normal wear point at no cost to GPA.

Vendor shall include in the monthly supply cost, the cost to replace forklift tires when the tire(s) reach the tire's original equipment manufacturer's (OEM) specified tread wear indicator bar marking point or recommended wear point. Vendor shall include with this proposal, a copy of the tire OEM's data sheet which identifies the recommended tire replacement point. GPA expects quality tires and vendor is expected to guard against poor quality.

- B. GPA requested tire change, prior to tire(s) reaching wear point indicator.

At the request of GPA, Vendor shall replace individual forklift tires at any time during the forklift supply contract. If GPA elects to replace tire(s) with comparable tires that were furnished with the forklift earlier than recommended by the tire OEM, then the pro-rated GPA requested tire replacement cost shall be as listed in section 2 –Wear & Tear items, Tire Replacement Program.

Replacement cost shall include removal of existing tire(s), disposal of the old tire(s), furnish new tire(s), and install of new tire(s). Tire(s) shall be comparable or better than the original tires provided with the forklift.

If GPA elects to trade-out the tire(s) prior to full tread wear, GPA shall pay the cost of GPA recommended replacement tire(s) and a credit shall be applied based pricing per section 2.

If tire replacement price is expected to increase over time, such increase should be specified with the proposal, otherwise the stated price will be considered for the life of the contract.

Cost of the early replacement tire(s) shall be predicated upon a prorated basis (i.e., if tire(s) is requested to be replaced prior to the tire OEM tread wear indicator bar, then the replacement cost would be 25% wear = 75% cost to GPA, 50% wear = 50% cost to GPA, 75% wear = 25% cost to GPA.

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3.1.12 FORKLIFT DAMAGE REPAIRS

- A. Vendor shall respond timely to all accidents involving forklift equipment, when requested by the GPA, in order to assist with the damage investigation, to determine the estimated amount of damage, to assist with the site clean-up, and to remove disabled equipment.
- B. Any and all work being done at GPA's expense must be approved in advance of the work by the appropriate department manager or assistant manager, either by e-mail or by signature. Any invoice to GPA for repair must include the name of the GPA person who authorized the repair work, which will assist with the approval process. Invoices for GPA's account should be directed to each respective department manager for approval and authorization for payment. The successful vendor will be provided those persons names and contact information.
- C. GPA shall be responsible for physical damage to any unit beyond normal wear and tear. Reimbursement for repairs not covered by the maintenance agreement shall be approved by the designated GPA representative prior to commencement of repairs.
- D. All damages shall be repaired timely in a first-class manner, in accordance with the OEM's requirements, and with appropriate touch-up/finish coat painting as required.

3.1.13 OPERATOR FORKLIFT ORIENTATION & TRAINING

Vendor shall provide the services of a qualified forklift maintenance technician or otherwise duly qualified person to provide initial forklift orientation and training upon delivery of the new forklifts. Initial orientation and training program shall consist of at least the following subjects:

- general orientation and operation of all safety items installed on the forklift,
- proper procedures in order to perform daily inspection, check fluid levels, and to complete pre-operation checklist,
- general overview and operation of brakes including proper procedure to set/release parking brake, and
- general overview of forklift operation.

Vendor is to provide a minimum of one eight (8) hour day per terminal (3 total = Garden City Terminal, Ocean Terminal, and Mayor's Point Terminal), covering operator orientation and training for each type forklift at the respective terminal. Each of these eight hours can be used as multiple group training sessions, so as not to impact our handling of our customer's cargo / business.

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SECTION 3 - PART 2 - DOCUMENTATION

3.2.1 SUBMITTALS WITH VENDOR'S PROPOSAL

The following items shall be submitted with the Vendor's Proposal:

- A. General arrangement drawing(s) of all proposed equipment, including at least the following:
 - 1. Manufacturer, model number, and data sheet for each piece of equipment proposed.
 - 2. Complete listing of the specific equipment proposed.
- B. Sample equipment pre-operation inspection and checklist form for each piece of equipment proposed.
- C. List of spare parts that vendor will commit to have on hand to support the equipment supply agreement.
- D. Organizational chart including roles and responsibility for all key team members including, as a minimum, identification of all representatives that will be assigned the following roles:
 - General Manager,
 - Fleet/Account Supervisor who is specifically assigned to interface daily with GPA representative,
 - Maintenance / servicing technician
 - Accident Investigator,
 - Trouble Call Responder,
 - On-call representatives that will be providing 24/7/365 support coverage, and
 - Billing

3.2.2 SUBMITTALS AFTER CONTRACT AWARD

The Vendor shall provide the following documentation after contract award:

- A. Environmental Response Plan.
- B. Insurance certificates.
- C. Each forklift should have an operating manual, plus an additional four manuals per each type / model.
- D. Copy of preventative and maintenance program.
- E. Complete listing of all key employees including office and mobile phone numbers.
- F. Equipment numbering system to be used to track equipment.
- G. Final copy of equipment specific pre-operation inspection and checklist form for each piece of equipment as approved by the GPA.

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SECTION 3 - PART 3 - GENERAL

3.3.1 VENDOR QUALIFICATIONS

- A. Vendor shall have a minimum of three (3) years experience with the supply, maintenance, and repair of forklift equipment.
- B. Vendor shall meet all of the following items:
 - Specified bid requirements,
 - GPA's insurance requirements,
 - GPA's liability requirements,
 - GPA's Vendor Safety, Health and Environmental Requirements,
 - GPA's standard terms and conditions, and
 - The General Equipment and Services Requirements (Forklifts)

3.3.2 VENDOR'S FLEET / ACCOUNT SUPERVISOR

- A. The successful Vendor shall provide a competent fleet / account supervisor, whose responsibility shall be the management of this contract. GPA reserves the right to review potential fleet / account supervisor.
- B. The supervisor shall be responsible for all aspects of the Vendor's obligations under this contract.
- C. The supervisor shall provide the necessary supervision, planning, scheduling, training, inspection, and reporting services.
- D. The Vendor shall exercise all supervisory control and general control over his/her employees including control over all workers duties.
- E. Vendor shall promptly remove from the work area and the Port's premises any supervisor whose work or conduct is not satisfactory to the Operation's representative.
- F. Vendor's Fleet / Account Supervisor is not required to be on-site full time, but shall be accessible by phone as required.

3.3.3 Vendor Performance:

The success and/or failure of a contract frequently hinges upon clear communication between the appropriate GPA personnel and the Vendor's personnel. It is recommended the Vendor's personnel maintain frequent communication with appropriate GPA personnel.

Vendor's Contract Supervisor should establish key performance indicators and performance review checklist at the beginning of the contract. Vendor's Contract Supervisor and appropriate GPA personnel shall meet at least once a month to perform inspection and evaluate Vendor's performance. The completed performance evaluation shall be given to the Vendor, noting

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exemplary performance and/or deficiencies/exceptions in performance. Vendor shall promptly correct any deficiencies/exceptions within 24 hours.

It is critical that the Vendor Contract Administrator keep written documentation substantiating the rationale for any negative performance evaluations deficiencies/exception, including records of all verbal and written contacts with the Vendor, response times and results. This documentation is necessary to provide a sound basis for potential contract cancellation if persistent Vendor default occurs.

3.3.4 Vendor's Maintenance and Servicing On-site Professionals

- A. Vendor shall employ only persons skilled and properly trained in the work assigned to them.
- B. Vendor shall promptly substitute qualified professionals for any employee(s) that, in the opinion of the GPA, are unsatisfactory.
- C. All employees shall at all times wear their appropriate PPE equipment.
- D. Vendor shall maintain good order among its employees and shall ensure compliance with all GPA rules and regulations.
- E. Vendor shall prohibit his employees from using GPA radio equipment, computers, or other office equipment.
- F. Smoking is not allowed within any GPA office, warehouse, maintenance area, rest room, building, or enclosed structure. Smoking is only allowed in designated areas, which are generally located 25 feet from any structure.
- G. All Vendor employees shall have and display their Federal TWIC card and GPA credential at all times.

3.3.5 NOTIFICATIONS

- A. Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to GPA's Port Police Department at (912) 966-3811.
- B. In case of an environmental spill or release of any sort, Vendor shall immediately notify GPA's Environmental Response Coordinator at (912) 964-3842 and the designated Operation's Representative.

3.3.6 SITE ACCESS:

- A. Vendor shall arrange with Port Police the procedure for issuing GPA gate passes for all material and equipment entering and exiting the Port.

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- B. Everyone entering the GPA secured facility will need a TWIC to gain unescorted access. To obtain a TWIC, an individual must provide biographic and biometric information such as fingerprints, sit for a digital photograph and successfully pass a security threat assessment conducted by TSA. Pre-enrollment is recommended (over the internet) as it is designed to save the applicant time by enabling them to provide their biographical information and make an appointment for in-person enrollment. Individuals without a TWIC can enter the port provided that they have an escort that has both a GPA credential and a TWIC card and that both parties follow GPA's TWIC escorting requirements. One individual can escort up to 5 individuals that do not have TWIC cards. All TWIC escorting is to be "side-by-side". Prior to entering the GPA gates, parking areas are available for individuals' needing to be escorted to leave their cars.
- C. In order to enter GPA facilities on a regular basis, the vendor will be required to obtain credentials from the GPA Credentialing Center, 100 Main Street, Savannah, GA 31408. This can be done by registering your company on the GPA website www.gaports.com. To obtain a GPA credential, the applicant must have a TWIC Card and a second form of identification. All contractors and subcontractors are required to be registered prior to visiting the credentialing center. If personnel do not have credentials, GPA security allows up to five (5) gate transactions per year. Contractor and subcontractor parking shall be within the Contractor's designated lay down area.

3.3.7 VENDOR CARE, CUSTODY & CONTROL OF EQUIPMENT ON TERMINAL

- A. Upon commencement of any work on terminal, Vendor shall be fully responsible for the care, custody, and control of the equipment until the work has been completed.
- B. Vendor shall continuously protect the equipment and his work from damage, protect all persons from injury, and protect other property from damage, injury or loss arising in connection with the work regardless of who the Owner of said property might be.
- C. The Vendor alone shall be responsible for all safety, efficiency, and adequacy of his equipment, tools, and materials.
- D. The Vendor shall be responsible for any damages that may result from Vendor's improper work or operation of the equipment or its presence on GPA property.
- E. During the period of Vendor's work, the Vendor shall protect and secure the equipment from all conditions (i.e., rain, wind, storm, etc.).

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3.3.8 ENVIRONMENTAL, SAFETY, & HEALTH

The term "Vendor" used throughout this document shall be defined to be the Vendor under contract with Georgia Ports Authority and any and all of its lower tier Vendors, sub-Vendors and on site vendors. This Vendor shall pass down requirements outlined throughout this document to all lower tier Vendors, sub-Vendors and on site vendors.

Items listed below are minimum requirements required by Georgia Ports Authority; the Vendor shall also comply with all and any City, County, State, or Federal regulations that exceed the Georgia Ports minimum requirements pertaining to the Vendor, employee, and site vendors.

- A. In performing work under this contract, the Vendor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Vendor shall exercise a degree of care commensurate with the work and the associated hazards. The Vendor shall ensure that management of environment, safety, and health (ES&H) functions and activities becomes an integral, but visible part of the Vendor's work planning and execution processes. The Vendor shall, in the performance of the work, ensure that:
1. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 2. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 3. Before work is performed, the associated hazards are evaluated and a set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 4. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 5. The Vendor, relative to the specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract achieved the following:
 - a) Fulfilled the work required under the contract
 - b) Identified and analyzed specific, task-level hazards associated with the work
 - c) Developed and implemented hazard controls related to the hazards
 - d) Allowed the performance of work within the controls
 - e) Provides feedback to the Vendor, Vendor employees, and the Owner on the adequacy of hazard controls.

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- B. Each Vendor shall submit a copy of its Safety & Health Program, Hazard Communication, Environmental Response Plan, and Hurricane Preparedness Program to Georgia Ports Authority Risk Management for review upon request.
- C. Safety & Health
1. Each Vendor is solely responsible for the safety and health of its employees, and all of its lower tiered vendor and Vendor employees. Full compliance with OSHA and ANSI Standards incorporated by reference, Federal, State, and Local requirements is mandatory. In addition, Vendor shall comply with all Georgia Ports Authority safety, health, security and environmental requirements. Failure to comply may result in disqualification and removal of the Vendor.
 2. Each Vendor shall identify and provide documentation for all necessary competent persons for each and any applicable project activities involving, but not limited to: safety representative, excavations, temporary electrical, low, medium, and high voltage electrical, ladders, scaffolds, respiratory protection, first aid, fall protection, aerial lifts, forklifts, rigging, work vehicles and cranes. These records shall be made available to Georgia Ports Authority Risk Management upon request.
 3. Each Vendors employee shall be properly trained to facilitate the safe and expeditious execution of its work.
 4. Each Vendor or his designated safety representative shall conduct daily pre-use inspections of all vehicles and mobile equipment, tools and cord sets, and safety devices. Defective equipment shall be taken out of service.
 5. Each Vendor shall conduct continuous clean up and maintenance of its work areas, fabrication areas, and office trailers.
 6. Each Vendor shall comply fully with all work permit requirements including hot work, confined space, line breaking (lockout-tag procedures), and excavation, control of hazardous energy, critical lift, etc.
 7. All cars, trucks, and mobile equipment and other construction vehicles shall have operable "amber" flashers permanently or temporarily mounted on top of the vehicle or must use the vehicles emergency flashers while in operational areas.
 8. Each Vendor shall assure 100% fall protection for employees exposed to potential falls of six (6) feet or more. All fall protection equipment and devices shall be thoroughly inspected prior to each use.
 9. Each Vendor shall assure 100% eye protection (ANSI Z-87.1) in all work areas. Safety glasses must have rigid side shields.

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10. Hard hats are required for all Vendor employees working in posted areas or otherwise when under overhead work and must conform to ANSI Z89.1. Hard Hats shall display the Vendors company logs on the front of the cap.
 11. Footwear (steel- toe safety shoes) suitable for use in construction environments shall be worn while working on all Georgia Ports Authority projects. Electrical workers are required to wear ANSI type "EH" shoe.
 12. Each Vendor shall provide hearing protection to employees where noise is measured above 85dB, or normal conversation cannot be conducted, or when the area is posted as noise-hazardous.
 13. Work clothing, Vendor shall require appropriate clothing be worn for the assigned task.
 14. Each Vendor shall provide its employees proper personal protection while working in hazardous environments.
 15. Safety vest shall be worn in all high traffic areas to include but not limited to any fieldwork areas, dock, and warehouses.
 16. Vendor shall provide safety barriers, as required, to clearly identify vendor's service work area.
 17. If vendor is performing any emergency repair work on terminal, Vendor shall provide necessary safety barriers to protect their personnel and equipment from damage. Upon completion of the work, Vendor shall remove the safety barriers from the work area.
 18. Vendor shall follow all GPA Safety Rules and Regulations as in wearing any and all PPEs (personal protective equipment) and reflective vest while on GPA property.
- D. All accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to the Authority's Port Police Department at (912) 964-3911.
- E. Additionally, all damages to the property of either party (or property in the care, custody or control of either party) must be reported at the time of discovery to the GPA Port Police Department at (912) 964-3925 if said damages are resultant of, incidental to, or in any way in relation to or in connection with the operations of the Authority or its employees. The Port Police Department will notify the appropriate Authority personnel. The Authority will not accept any responsibility for damage(s) unless given the opportunity to investigate said damage(s) at the time of discovery. A joint inspection may be requested by either party in an effort to determine liability. Either party may hire a qualified surveyor at its own expense to investigate said damage(s). If the parties should disagree as to fault, they may meet thereafter in an attempt to resolve the claim. Each Vendor shall assure

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that all work-related injuries and illnesses requiring a physician's care are reported to Georgia Ports Authority Port Police and Risk Management immediately.

- F. Each Vendor shall submit copies of current Material Safety Data Sheets (MSDS) for all hazardous chemicals and/or materials to be brought onto the project site. Maintain an inventory log of all chemicals utilized on the project site.
- G. Each Vendor shall properly dispose of trash and waste. The separation and disposal of trash and waste shall comply with all applicable local, state and federal standards and Georgia Ports Authority requirements.
- I. Vendor shall indemnify and hold harmless the Georgia Ports Authority from any expenses, damages or claims asserted against or incurred by GPA as a result of Vendor's handling or disposal of materials or environmental hazardous products.

3.3.9 ENVIRONMENTAL SPILLS

- A. Vendor will be responsible for any environmental event involving the forklift equipment or Vendor's own mobile equipment, not caused by GPA, that creates any sort of spill or release that would be harmful to the environment unless caused by GPA. This includes responsibility for forklift and material handling equipment or Vendor's equipment while equipment is being transported to or from the terminal to Vendor's maintenance facility.
- B. Vendor shall notify Georgia Ports Authority Hazardous Materials Manager immediately of any and all chemical or oil spills, no matter how small. Spill control, and clean up, shall only be executed and completed by trained personnel. The Vendor shall be responsible for all costs incurred with the clean-up of spills they cause and proper disposal of spill materials and supplies they utilize.
- C. In case of any on spill, release, or environmental event, Vendor shall be responsible for promptly responding to the event and performing the necessary effort to contain the spill, to prevent any product from entering a waterway, and the necessary clean-up effort.
- D. In the event that the Vendor does not respond in a timely fashion or perform the required environmental clean-up, GPA will utilize their contracted Vendor for such purposes and charge the Vendor accordingly for the contracted cost plus a reasonable mark-up.
- E. Vendor shall protect the Savannah River, canals, Brunswick East River, and drainage ditches from environmental spills during servicing and repairs of supplied forklift equipment.
- F. Vendor shall properly dispose of all materials and environmental hazardous products in accordance with all applicable regulations.
- G. Vendor shall indemnify and hold harmless Georgia Ports Authority from any expenses, damages, or claims asserted against or incurred by Georgia Ports Authority as a result of Vendor's handling or disposal of materials or environmental hazardous products.

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3.3.10 WELDING AND BURNING:

- A. No welding or burning shall be performed on Port premises without a GPA issued "Hot Work" permit that is available at the GPA Maintenance office.
- B. Vendor's hot work is subject to GPA Port Police and U.S. Coast Guard inspection. All applicable regulations concerning NFPA standards and Coast Guard inspections must be met. All provisions described on the permit and/or safe regulation sheet shall be followed. A sample copy of the "Hot Work" permit will be provided to the Vendor upon contract commencement.

3.3.11 VENDOR ON-TERMINAL FACILITY

GPA has limited land available for "On-Terminal" vendor's use. If interested in leasing land, please contact our Properties and Contracts department at (912) 966-3632.

- A. Vendor shall maintain their mobile service work area in a reasonably neat and orderly condition, free from accumulation of waste materials and rubbish, and contained within the immediate work area in a manner acceptable to the designated Operation representative. Any drums, cartons, or other packaging containing materials must be properly labeled/identified.
- B. Vendor will be responsible for arranging for power, water, sewer, and telephone services as required.
- C. At the completion of equipment supply agreement period, Vendor shall leave the mobile service work area clean in a manner acceptable to the designated Operation representative. All used materials, scraps, and debris shall be properly disposed.
- D. All of Vendor's equipment, their own equipment and tools shall be removed from the terminal as soon as practical after completion of the fleet supply and maintain contract period. If any equipment, materials, supplies, or structure of any description remain on the GPA premises following 30 days of the termination of the equipment supply agreement GPA will consider these items abandoned and it will be GPA's exclusive right to dispose of same. GPA is under no requirement to give extended time to allow for corrective measures to make retribution to any party. If there is cost to GPA to dispose of materials left on GPA premises GPA will pass these charges to the Vendor and the Vendor agrees to reimburse GPA within 30 days of receipt of such notice, plus a 20% processing fee.

3.3.12 MEETINGS

This paragraph specifies requirements associated with Meetings associated with this contract.

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A. PRE-AWARD MEETING

1. A pre-award meeting will convene at the Georgia Ports Authority Administration Building located at 2 Main Street, Garden City, GA 31408.
2. Owner will notify Vendor of meeting date.
3. Owner and Vendor shall be represented at meeting by individuals authorized to conclude matters relating to the contract.
4. Topics of discussion shall include the following:
 - a) Schedule for commencement
 - b) Designation of responsible personnel
 - c) Work hours
 - d) Application for Payment procedures
 - e) Submittals
 - f) Site access
 - g) Material and equipment delivery and storage
 - h) Safety, health & environmental requirements.
 - i) Housekeeping
 - j) Security
 - k) Temporary facilities
 - l) Schedule for Monthly Coordination Meetings.
 - m) Other appropriate topics.

B. MONTHLY COORDINATION MEETINGS

The Vendor is required to attend Monthly Coordination Meetings and other special meetings as called by the Owner when deemed necessary. The Vendor shall be represented at these meetings by the Vendor's Fleet/Account Supervisor and other pertinent personnel. The Vendor's Fleet/Account Supervisor shall have authority to act on behalf of the Vendor. It shall be the principal purpose of these meetings to:

1. Effect coordination between all parties,
2. GPA Operator issues and complaints,
3. Discuss GPA Operations/Vendor issues and concerns,
4. Review the condition of the fleet (reliability, downtime, cleanliness, etc.),
5. Review the age of each piece of equipment,
6. Review the prior month's usage by piece of equipment,
7. Review damages encountered during the previous month, and
8. Discuss other problems/concerns by either party

C. MEETING MINUTES

Not later than seven days following date of each meeting, Vendor will distribute meeting minutes to the GPA for review and comment. Vendor shall distribute copies of agreed upon meeting minutes to all attendees.

**FORKLIFT SUPPLY AND MAINTAIN
VENDOR SCOPE OF WORK and PERFORMANCE REQUIREMENTS**

3.3.13 TERMS OF AGREEMENT

The period of performance for this contract will be for a seven (7) year period.

A. Environmental sustainability:

The GPA supports the purchase and use of environmentally safe products at our facilities. In doing so, we will help protect and restore bio-diversity and ecosystem integrity to provide a sustainable environment for the State of Georgia. In order to promote these principles of sustainability, the GPA requires that all cleaning products used within facilities shall, when feasible, be environmentally safe, biodegradable, and be low-VOC (Volatile Organic Compounds). Our goal is 100% use of "green" products as defined by Green Seal's GS-37 and GS-40 standards (see website listing at end of exhibit.).

The GPA recommends that the total number of cleaning supplies/chemicals be restricted to as few products as possible. Many environmentally safe products are suitable for a number of different cleaning needs. A smaller number of chemicals reduces the possibility of workers being exposed by possible harmful interactions of different chemicals, reduces the amount of chemical inventory on site, simplifies training of workers, and simplifies purchasing of supplies. All Vendor cleaning supplies and/or chemicals to be used and/or stored on the premises must be pre-approved for use by GPA's designated contact.

B. Material Safety Data Sheets (MSDS):

Vendor shall supply current MSDS for all supplies supplied by the Vendor. An MSDS shall be provided before each new product is introduced. At contract inception and at least annually thereafter, the Vendor shall provide the GPA an updated set of MSDS sheets used by their on-site maintenance staff.

C. Penalties for Non-Performance: (Exclusive of the unavailable/out of service units)

In the event that Vendor's maintenance services are less than acceptable to the GPA Contract Administrator or his designated representative, as required by the forklift supply and maintain contract in effect, penalties will be assessed. These penalties will be assessed at one percent (1%) of the monthly contract amount in effect after three complaints per calendar month are received by the GPA Contract Administrator or his designated representative, and determined to be legitimate complaints as determined solely by the Director of Break Bulk Operations or his designated representative.

An additional one percent (1%) penalty will be assessed per month per additional legitimate three complaints received as listed above. Penalties will be deducted from the monthly payment. The penalty clause is intended to motivate the Vendor to perform his duties as contracted and to minimize the amount of supervision required by GPA.