

**REQUEST FOR QUOTATION (RFQ) FOR
NEW 5-TON BATTERY ELECTRIC FORKLIFT**

Issued by
Port of Port Angeles
338 W. First Street
Port Angeles, WA 98362

RFQ INFORMATION	
Contact:	Jenna Riley, Procurement Manager, Port of Port Angeles
Email Address:	jennar@portofpa.com
Phone:	360-417-3423
Submittal Date:	Friday, October 16, 2026 @ 5:00 PM (PST)

The Port of Port Angeles is requesting pricing and proposals from qualified vendors for a new **5-TON BATTERY ELECTRIC FORKLIFT** (cargo handling) including equipment manuals in accordance with the following specifications and work duty description:

Operating Weight	8,000 – 12,000 lbs. +/-
Basic Capacity	8,000 lbs. at 24.00" Load Center
Wheelbase	~80.00"
Cab Type / Seat	Enclosed, heated. Full suspension outdoor seat.
Mast, Carriage, & Attachment Types	Carriage to include 6 load and side thrust rollers (shimmable, sealed, canted) and external side thrust rollers. 48" load backrest. Side Shift and Shifting fork positioner. 2" x 6" x 42" pin mounted forks
Mast Type	118" full free lift two stage mast with tilt. 88" lowered height.
Drivetrain	80 volt 3-phase AC transistorized drive and pump control. 26 kW AC hydraulic motor.
Battery	High capacity lithium or lead acid battery compatible
Charging System	Off Board all weather compatible fast charging system (included in quote)
Tires	28 x 15 Solid pneumatic drive and steer tires
Steering	Dual 11.3 kW AC drive motors, Anti-Scuff Power Reversing. Tilt steering wheel with spinner knob
Environment	Enclosed motors and sealed controls for outdoor operation
Safety	Reverse activated rear blue safety light, smart back up alarm, orange seat belt with hip restraints, key switched amber strobe. Electric horn
Features	OHG-mounted LED work lights, signal lights, step lights
Controls	3 lever single aux valve
Telemetrics	Telemetrics package with real-time reporting, text, email

Evaluation Criteria:

- List 2-3 references that would attest to the company's expertise, capabilities, and customer service.
- BABA compliance is not required under this machine sale, but the Port encourages BABA whenever possible.
- Confirmation of ability to provide full-service response, inclusive of parts and labor within five hours.
- The equipment and attachments shall be serviced, adjusted, and delivered in a condition of immediate use. The Port of Port Angeles will require that the machine be made available for physical inspection before purchase.
- **NEW:** Minimum of a 12 month/2,000 hour factory warranty for powertrain components and hydraulics, or better.
- The payment terms are proposed to be Net 30 days after delivery FOB Port of Port Angeles, 1301 Marine Drive, Port Angeles, WA.
- Qualified vendors are encouraged to submit multiple offers before the proposal deadline.
- Quoted prices must be honored for at least 60 calendar days to allow Port Commission approvals once offers are reviewed.

The final purchase of any equipment offered under this RFQ is contingent upon the availability of funding from EPA's Clean Ports Program.

Proposals will be submitted via email in PDF Format to Jenna Riley at jennar@portofpa.com by 5:00 PM, October 16, 2026. Proposals shall be clearly identified and marked as:

RFQ – NEW 5-TON BATTERY ELECTRIC FORKLIFT

Questions or comments regarding the submission should be directed to:

Jenna Riley, Procurement Manager

360-417-3423

jennar@portofpa.com

Any questions regarding the equipment specifications should be directed to:

Scott Hough, Senior Operations Manager

360-417-3446

scotth@portofpa.com

1. Entire Agreement: The Purchase Order represents the entire and integrated agreement between the Port and the Vendor. It supersedes all prior discussions, negotiations, representations or agreements, whether written or oral. In the event of a conflict between the Purchase Order documents and applicable laws, codes or regulations the most stringent requirements of any of the above shall govern and be considered as a part of this Purchase Order. The Purchase Order shall be construed in accordance with the laws of the State of Washington. Venue for any action between the Port and the Vendor, arising out of or in connection with this Purchase Order shall be in Clallam County, Washington.

2. Definitions: "Buyer" means Port of Port Angeles. "Vendor" means the party with whom Buyer is Purchasing and any reference to "Seller", or "Supplier" shall also mean "Vendor". The term "Purchase Order" or "Order" shall mean the name or title of the instrument of purchasing, including all documents, exhibits, and attachments referenced therein.

3. Brands: Brands of equal quality, performance and use may be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any offer of a brand which is not equal to the quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the offer.

4. Changes: No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Port. Unauthorized substitutions will be made entirely at Vendor's risk and, at the Port's option, may be returned without prior authorization at Vendor's expense.

5. Handling: No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.

6. Identification: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

7. Delivery: For any exception to the delivery date as specified on this order, Vendor shall give

prior notification and obtain written approval from the Buyer. With respect to delivery under this order, time is of the essence. The order is subject to termination for failure to deliver as specified. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

8. Shipping Instructions: Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipment is specified FOB origin, Vendor agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for said charges. If shipping charges are expected to exceed \$100.00, Buyer shall have the option of determining whether shipping shall be prepaid by Vendor or billed directly to Buyer. Vendor's invoice for shipping charges shall include a copy of the freight bill showing that payment for shipping charges has been made. It is agreed that Buyer reserves the right to refuse COD shipments.

9. Risk of Loss: Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

10. Term: Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the Port signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be one year, with a one-year extension allowed at the option of the Port. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the Port provides advance notice of the intention to not renew. The Vendor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

11. Independent Agent: The Vendor or its employees or agents performing under this Purchase Order are not employees or agents of the Port. Conduct and control of the work will be solely with the Vendor.

12. Assignments: The provisions or monies due under this Purchase Order shall only be assignable with prior written consent of the Port. Shipment and billings made under any name other than Vendor's must indicate that shipment is being made through and is subject to all instructions, terms and conditions of this Order.

13. Infringements: Vendor agrees to protect and save harmless the Buyer against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

14. Liens: Vendor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

15. Workers Right to Know: "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires that all manufacturers/distributors of hazardous substances must include with each delivery Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

16. Warranties: Vendor warrants that articles supplied under this order conform to specifications herein, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, and are fit for the purpose or

which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

17. Nonwaiver by Acceptance of Variation: Acceptance by the Port of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or termination, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Vendor

18. Payments, Cash Discount, Late Payment Charges: Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or when invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Unless otherwise stated, standard payment terms shall be net thirty days following month of invoice date. If Buyer fails to make timely payment, Vendor may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified. The Port cannot accept requests for prepayment or down payment. For contracts where Prevailing Wages are required, the Vendor must include a statement that certifies Prevailing Wages have been paid by the Vendor.

19. Taxes: Unless otherwise specified, Buyer agrees to pay all state of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

20. Prices: Vendor agrees that goods shall be billed at the lowest price at which it offers to sell or sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

21. Rejection: All goods or materials purchased herein are subject to approval by the Port. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Port or returned, will be at Vendor's risk and expense.

22. Nondiscrimination: The Vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. It is further understood and agreed that any Vendor who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Port unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

23. No Gifts and Gratuities: Vendor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any Port employee, or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor.

24. Save Harmless: Vendor shall protect, indemnify, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, its employees, or agents.

25. Insurance: If the Vendor is performing services on Port premises the following insurance is required. If the Vendor is making deliveries only then the automobile liability insurance only is required. Vendor shall maintain at its own expense at all times during the term of this Purchase Order the following insurance with limits of liability specified:

A. Commercial General Liability (CGL) insurance, including:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual/ Independent Vendors
- Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit ("CSL") bodily injury and property damage;

B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired

vehicles with a minimum limit of liability of \$1,000,000 CSL;

C. Worker's Compensation for industrial injury to Vendor's employees.

The Port of Port Angeles shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

All insurers must be rated A VI or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

Prior to performance of any scope of work, Vendor shall provide certification of insurance acceptable to the Port evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must document that the Port of Port Angeles is an additional insured on a primary and non-contributory basis.

26. Default: In the event of breach by Vendor of any of the provisions of this Purchase Order, the Buyer reserves the right to terminate this Purchase Order forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Buyer resulting from Vendor's breach of Purchase Order. The parties agree that in the event a suit is instituted for any default, the prevailing party shall recover its costs and reasonable attorney's fees.

27. Termination for Convenience: The Port may terminate this Purchase Order at any time for government convenience, in which case it shall provide notice to the Vendor and reimburse the Vendor for its costs and fees incurred prior to the notice of termination.

28. Audit: Upon request, Vendor shall permit the Port and any other governmental agency involved in the funding of the Work to inspect and audit all pertinent books and records of Vendor, any subvendor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the Port, including up to six years after the final payment.