1 Wheel Loader

KK Integrated Logistics, Inc.

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Menominee, Michigan 49858
(906) 863-7811



The City of Menominee is the recipient of a Fiscal Year 2024 RAISE Program award from the U.S. Department of Transportation, administered by the Maritime Administration (MARAD), for the KKIL Terminal Improvements Project. The City of Menominee and KK Integrated Logistics, Inc. (KKIL) have entered into a formal subrecipient agreement under which KKIL is authorized to carry out specific portions of the approved project scope, including the procurement of cargo-handling equipment.

Equipment procured through this RFP will be purchased, owned, and operated by KKIL and must comply with all applicable federal requirements associated with the RAISE award.

EQUIPMENT SPECIFICATIONS

The City of Menominee has been awarded MARAD RAISE funding to redevelop and modernize a multimodal cargo terminal located in Menominee, Michigan. Improvements include dock reconstruction, rail enhancements, covered storage facilities, and new cargo-handling equipment.

As part of this work, KKIL is seeking competitive proposals for up to two (2) Wheel Loaders, suitable for marine terminal, rail, and heavy industrial construction operations.

Proposals may be submitted for any manufacturer's equipment meeting or exceeding the minimum technical and performance requirements specified herein.

FEDERAL COMPLIANCE REQUIREMENTS

This procurement is supported with federal RAISE funds, the selected vendor **must** comply with all applicable federal laws, regulations, and grant conditions. These include, but are not limited to:

- Procurement standards under 2 CFR §§ 200.317–200.327
- Buy America, Build America (BABA) requirements

Any contract awarded pursuant to this RFP will include all required provisions set forth in 2 CFR Part 200, Appendix II, as applicable. Any agreement resulting from this RFP is expressly contingent upon the continued availability of federal funding.

EQUIPMENT LOCATION

The loaders covered by this RFP will be delivered to and used at the following location:

KK Integrated Logistics Terminal

Menominee, Michigan

All equipment shall be delivered complete, tested, and capable of being fully assembled, commissioned, and placed into service at KKIL's site.

Any reference to specific performance characteristics within this RFP is intended to establish minimum acceptable standards. Equipment from any manufacturer meeting or exceeding these requirements shall be considered responsive. KKIL does not intend to limit this procurement to any specific manufacturer and will evaluate proposals based on overall compliance, performance capability, delivery schedule, as long as BABA compliant.

TECHNICAL SPECIFICATIONS

A. General Requirements

- 1 Wheel Loader – JD 524 or equivalent
- Heavy-duty design for marine terminal operations
- Designed for continuous service
- Railroad and dockside operational suitability required
- Detachable Snow Plow and Snow Rated tires

B. Rated Capacity

- Minimum rated lifting capacity:
  - Loader >= 3 cy

C. Engine Horsepower

- >=150 hp

D. Machine Weight

- 28K#

E. Operator Cab & Controls

- Fully enclosed, climate-controlled cab
- Excellent line-of-sight visibility
- Ergonomic control layout for extended shifts
- Integrated diagnostics, alarms, and operational data displays

F. Powertrain

- Diesel engine
- Cold-weather starting capability
- Fuel capacity sufficient for full-shift operation

G. Documentation & Training

- Complete operator manuals
- Maintenance and service documentation
- Electrical, hydraulic, and mechanical schematics

SUPPLEMENTAL GENERAL CONDITIONS

DEFINITIONS The word "Buyer" means the KK Integrated Logistics, Inc. identified as the "Bill To" entity on the face of this purchase order. The word "goods" as used herein shall mean, without limitation, the products, articles, services, materials and/or equipment described on the face hereof. The term "Customer" refers to the Customer of the Buyer, who may be the end user of the goods. All references to Buyer in this Agreement will be deemed to be references only to KK Integrated Logistics, Inc. identified as "Buyer" herein. Seller acknowledges that Buyer will be solely responsible for its own obligations and performance under any purchase order or other agreement entered into under these terms and Seller will look solely to Buyer with respect to rights and remedies under this Agreement.

ACCEPTANCE The first to occur of Seller's acceptance of this Order or shipment of goods pursuant to this Order shall constitute Seller's agreement to the terms and conditions set forth on the face and the back of this Purchase Order. No other terms, whether or not contained in any bid, estimate, acknowledgement, agreement confirmation or invoice given by Seller, shall in any way modify or supersede any of the terms of this Order or otherwise be binding on Buyer, and Buyer hereby explicitly rejects all such other terms unless it has accepted such other terms by a written instrument signed by its authorized representative.

QUALITY Seller warrants that all goods will conform to specifications furnished by Seller and approved by Buyer or furnished by Buyer. Seller acknowledges the receipt of a copy of all such specifications furnished by Buyer. Seller warrants that all goods have been tested for their safety, will be of merchantable quality and of good material and workmanship, free from defect and suitable for their intended use. If applicable, Seller will assign to Buyer all warranties applicable to any portion of the goods obtained by Seller from third parties, or if not assignable, will assert such warranties on behalf of Buyer at Buyer's request. Seller warrants that the goods shall comply with all applicable federal, state, and local laws, statutes, rules and regulations. In the event that Seller becomes aware or has reason to believe that a condition exists, within the manufacturing facility or goods themselves, which does or may adversely impact any of the above warranties, Seller shall promptly notify Buyer of same. All deliveries of goods to countries outside the United States shall conform to and comply in every respect to the provisions of the laws and regulations of the countries into which the goods are delivered and countries where the goods will be used (provided Buyer has advised Seller which countries are involved), to the extent such laws and regulations are applicable to such goods.

REJECTION Payment for goods delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect and test such goods and to reject, and return to Seller at Seller's expense, goods (a) delivered in excess of the quantity ordered, (b) which do not conform to specifications or are defective, or (c) which in any way violate applicable law. Buyer's failure to inspect goods prior to use shall not constitute acceptance of such goods, regardless of the passage of a reasonable period of time. Buyer, at its option may require replacement of defective or

rejected goods or a refund of the purchase price as well as payment of damages. Nothing contained in the Order shall relieve the Seller in any way from the obligation of testing, inspection, and quality control.

PRICES Seller warrants that prices shown on this Order shall be complete, and no additional charges of any type (e.g., shipping, packaging, labeling, custom duties, taxes, etc.) shall be added or borne by Buyer without its expressed written consent. Any cash discount periods will be calculated from receipt of invoice or receipt of acceptable goods, whichever occurs later. On invoices returned for correction, the cash discount period will be calculated from receipt of the corrected invoice.

SHIPPING Unless indicated to the contrary on the face of this Order, all shipments shall be made F.O.B. destination, freight prepaid. Seller shall deliver all goods to a carrier for shipment by carrier to Buyer and shall own, and shall bear the risk of loss for, such goods until the goods are received by Buyer. Claims for loss and/or damage to goods shall be filed by Seller. Seller shall be responsible for paying all carrier's freight charges. Delivery shall not be deemed complete until the goods have been actually received by Buyer. All deliveries must be on weekdays during normal business hours to the addresses indicated on the face hereof, unless otherwise agreed to by Buyer.

DELIVERY Time is of the essence of this Order, and if delivery of goods is not completed by the time promised, Buyer reserves the right, without liability and in addition to other rights and remedies, to: (i) Terminate this Order by notice effective when received by Seller as to goods not yet shipped; (ii) Purchase substitute items; and/or, (iii) Charge Seller with any loss incurred.

TERMINATION Buyer may terminate this Order or any part thereof without cause. Upon receipt of notice of such termination, Seller shall immediately stop all goods in process, and shall immediately cause any of its suppliers or subcontractors to cease such goods in process. Seller shall not be paid for any goods processed after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Seller shall not unreasonably anticipate the requirements of this Order. Buyer may also terminate this Order or any part thereof for cause in the event of any default by the Seller, or if Seller fails to comply with any of the terms and conditions of this Order. Late deliveries, deliveries of products which are defective or which do not conform to this Order, and failure to provide Buyer with adequate assurances of future performance shall all be causes allowing Buyer to terminate this Order for cause. In the event of Buyer's termination for cause, Buyer shall not be liable to Seller for any damage sustained by reason of the termination, and Buyer shall have all rights and remedies provided at law and in equity.

GRANT REVOCATION Seller acknowledges that Buyer is a grantee under a federal RAISE grant (the "Grant") and that the purchase hereunder, and that continuation of this agreement is contingent upon the availability of Grant funds. In the event that funding under the Grant is revoked, withdrawn, or otherwise rendered unavailable for any reason, the Buyer may terminate this contract immediately and shall not be liable for any further payment or obligation, claims for damages, compensation, or reimbursement.

CHANGES Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly.

CONFIDENTIALITY Seller shall consider all information furnished by Buyer, including the existence of this Order, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Seller obtains written permission from Buyer. Upon the termination of this Agreement, or upon Buyer's request, Seller agrees promptly to return to Buyer all documentation or other tangible materials containing and/or embodying any of the Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), and to certify that all such Information has been returned to Buyer or disposed of in a manner approved by Buyer.

FORCE MAJEURE Each party will be excused from performance under this Agreement while and to the extent that it is unable to perform, for a cause beyond its reasonable control. Force majeure will not include labor shortages or work stoppages. If either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then the party affected by force majeure will give written notice with explanation to the other party immediately. The affected obligations of the party giving notice will be suspended only during the continuance of the events giving rise to the force majeure provided that the affected party is acting with due diligence to remedy the delay caused by the force majeure. If Seller is unable to perform for a period of more than fifteen (15) business days due to any force majeure event, Buyer may terminate this Agreement.

INFRINGEMENT Seller warrants that the goods and/or their use, sale and/or consumption, pursuant to this Order do not and will not infringe any patent, trademark, copyright, or other intellectual property right and there is no unauthorized use of proprietary rights of another party. Seller agrees, upon receipt of notification, to promptly assume all responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers or vendors for alleged intellectual property infringement and/or alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished hereunder, and Seller further agrees to indemnify Buyer, its agents, vendors and customers against any and all expenses, losses, royalties, profits and damages, including court and/or settlement costs and attorneys' fees resulting from any such suit or proceeding.

INDEMNIFICATION/INSURANCE Seller shall defend, indemnify and hold Buyer harmless against all damages, claims, liabilities and/or expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods purchased hereunder, from any wrongful act or omission of Seller, its employees, agents or subcontractors, or from Seller's breach of any warranty as provided herein or otherwise provided by law. Seller shall maintain comprehensive liability insurance, including products liability coverage, contractual liability and broad form vendor's endorsements covering Seller's obligations under this Order, such insurance to have aggregate limits of at least

five million dollars ($5,000,000), and to be with an insurance carrier reasonably satisfactory to Buyer. Seller shall furnish certificates of insurance evidencing such coverage to Buyer at Buyer's request.

INSPECTION RIGHTS Upon reasonable notice to Seller, Buyer or Buyer's independent service may inspect Seller's plants where goods are manufactured. In accordance with Buyer's Inspection Rights, as it pertains to the goods or services ordered herein, Buyer or Buyer's client's review or inspection of the goods or services ordered under this Purchase Order, either by physical examination or review of drawing or technical documents, do not constitute acceptance nor shall such review or acceptance affect or release any of Seller's obligations with respect to the ordered goods or services.

DISPUTE RESOLUTION Any dispute between the parties relating to this Agreement or the breach thereof shall be resolved by binding arbitration, pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association. The arbitrator(s) shall have no power to add to or modify the terms of this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall apply the substantive law of Michigan except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall not award either party punitive damages, and the parties shall be deemed to have waived any right to such damages. The proceedings shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties' confidential information. The fees of the arbitrator and the American Arbitration Association shall be split equally between the parties.

ASSIGNMENT No part of this Order may be assigned or contracted by Seller without the prior written approval of Buyer. With the consent of Seller, which shall not be unreasonably withheld, Buyer may, at its option, either terminate or assign a portion or all of this Order in the event of a sale, transfer, or other disposition of any operating unit or business of Buyer participating in this Order, provided that such termination or assignment shall relate only to the requirements of such operating unit or business. In the event of assignment, Seller agrees that Buyer shall have no further obligations with respect to the assigned portion of the Order after the date of such assignment.

WARRANTY ASSIGNMENT It is understood that Buyer is purchasing goods for the purpose of resale to Buyer's Customer. Accordingly, all warranties provided by the Seller or other third parties under this agreement shall be transferable to Buyer's Customer. If requested by Buyer, Seller will assist in transferring warranty/warranties to Buyer's Customer.

SETOFFS All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.

WAIVER Buyer's failure to insist on performance of any terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any

other terms, conditions or privileges, whether of the same or similar type.

GOVERNMENTAL REGULATIONS Seller's obligations hereunder shall be subject to and comply with all applicable governmental laws, rules, regulations, and executive orders, including but not limited to Equal Opportunity/Affirmative Action clauses contained in Executive Order 11246 (60-1.4(a)), as amended, 41 CFR 60-300.5(a) (Veterans) and 41 CFR 60-741.5 (Rehabilitation Act), which requires a written Affirmative Action Plan, annual EEO-1 and Vets-100 reports, and adherence to all relevant rules, regulations and orders of the Secretary of Labor.

INDEPENDENT CONTRACTOR While delivering goods hereunder, Seller shall, at all times and for all purposes, be an independent contractor, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between Buyer and Seller or its personnel. The personnel of Seller shall not be deemed employees of Buyer for any purposes, but rather, shall be solely the employees of Seller, and Seller shall have sole responsibility to counsel, discipline, review, evaluate, set pay rates of, and terminate such Seller personnel. Seller assumes full responsibility for all contributions, taxes, state and local laws (including obligations under the Patient Protection and Affordable Care Act), and for purposes of withholding from wages of Seller personnel, where required. Seller shall have discretion on whether to obtain health, disability, life, or other personal insurance for Seller and Seller's employees. Buyer shall not provide such insurance to Seller or any person employed by Seller. In addition, neither Seller nor any employee of Seller shall be eligible for any pension, savings, investment or retirement plan offered by Buyer to its employees. Seller acknowledges that, for all purposes, including for purposes of the individual mandate and/or the employer shared responsibility ("play or pay") provisions of the Patient Protection and Affordable Care Act ("ACA"), it is self-employed and the exclusive employer of any person employed by the Seller, and that Buyer is not, in any way, the common-law employer or "co-employer" of Seller nor any employee of Seller. Seller also acknowledges and agrees that it is solely responsible to provide "minimum essential coverage" to self and any employee of Seller (as required by the ACA), or to pay any taxes/penalties that might arise under the ACA pertaining to self or any employees of Seller. If any agency of the federal or state government assesses any tax/penalty against Buyer under the ACA pertaining to Seller or employee of Seller, then Seller will indemnify and reimburse Buyer for any and all taxes/penalties assessed against Buyer pertaining to Seller or employee of Seller. Seller will also reimburse Buyer for any reasonable attorneys' fees incurred by Buyer in connection with the assessment of such tax/penalty.

GOVERNING LAW This Order shall be governed and construed by the substantive federal and state law of the state of Michigan as it applies to contracts made and to be performed wholly within such state.

ENTIRE AGREEMENT This Order, and any documents referred to on the face hereof, constitutes the entire agreement of the parties.

TOTAL COST is not to exceed the price listed on this purchase order without prior written authorization as evidenced by issuance of a written change order by Buyer.

INVOICES Any invoices submitted 45 days after goods are received or services rendered will not be eligible to be paid and any exceptions must be approved by the Buyer prior to invoice submission.

RFP PROCESS AND REQUIREMENTS

1. **Open RFP.** This RFP is open to any qualified individual or firm with experience in supplying, configuring, and integrating specialized marine equipment and components relevant to achieving the specifications listed in the Equipment Specifications.
2. **Competitive Procurement Process.** The Grant agreement and corresponding federal regulations require that all procurement for materials and services be in compliance with federal procurement standards set forth in 2 CFR Sections 200.317 thru 200.327, which, among other things, require competitive processes, prohibition of conflicts of interest, non-discrimination, equal opportunity, and the inclusion of certain provisions in the award of contracts, as provided in Appendix II to 2 CFR part 200. KKIL Integrated Logistics, Inc incorporates by reference all the requirements in 2 CFR Sections 200.317 through 200.327 and Appendix II to 2 CFR Part 200.
3. **Questions and Answers.** Questions regarding this RFP may be submitted to **rfprequest@kkil.net** no later than 5 p.m. CST **November 9th, 2026**. Answers along with questions will be emailed to registered firms by 5 p.m. CST **November 12th, 2026**.
4. **Submission.** Proposals in response to the RFP are due no later than 5 p.m. CST **November 13th, 2026**. Please submit only ELECTRONIC responses to the following email address: rfprequest@kkil.net
5. **Submission.** Each submission should include the following sections:

a. **Firm History:** Provide the name, address, telephone number, and primary contact person for your firm. Include a brief history of your organization, specifying the type of business entity and listing Corporate Officers or Owners.

b. **Experience:** Describe your firm's experience over the past three years with similar equipment procurement projects. Include relevant details such as equipment type, quantity, total cost, client name, project description, delivery date, and client contact information.

c. **Approach to Project - Equipment Manufacturing Strategy:** Outline your firm's strategy for executing the equipment manufacturing scope of work. This section should demonstrate your capabilities in fabricating, delivering, and supporting specialized equipment. Please address the following components:

i) Logistics- Describe your approach to managing the logistics of equipment delivery and coordination. Include:

- Transportation planning
- Packaging and protection methods during transit
- Coordination with the Owner or site representatives for delivery scheduling

and staging

ii) Manufacturing Strategy- Explain your approach to equipment fabrication. Include:
    - Overview of your production facilities and capacity

iii) Workflow for design finalization, material sourcing, fabrication, and assembly

iv) Use of in-house vs. subcontracted manufacturing processes

v) Coordination with third-party vendors for components or subsystems, if applicable

vi) Lead time management and strategies for mitigating supply chain disruptions

vii) Quality Assurance- Detail your quality control procedures throughout the manufacturing process. Include:
    - Inspection and testing protocols at key production milestones
    - Compliance with technical specifications, industry standards, and certifications
    - Documentation and traceability of materials and components
    - Procedures for addressing non-conforming items or defects
    - Integration of factory acceptance testing (FAT), if applicable

viii) Cost Control- Describe your systems for managing manufacturing costs and maintaining budget discipline. Include:
    - Internal cost tracking and reporting tools
    - Methods for monitoring material, labor, and overhead expenses
    - Change order management and cost impact analysis
    - Coordination with the Owner's team for financial transparency

ix) Billing and Fund Disbursement- Outline your proposed invoicing procedures and approach to fund disbursement. Include:
    - Requested down payment amounts and timing, if any
    - Invoice frequency and structure (e.g., milestone-based, monthly, upon delivery)
    - Required documentation to accompany each invoice (e.g., production progress reports, delivery receipts, lien waivers, sworn statements)
    - Terms related to retainage, if applicable
    - The Owner will evaluate these terms as part of the overall proposal and reserves the right to negotiate final payment conditions prior to contract award.

x) Safety: Provide an overview of your firm's safety policies related to equipment handling, transportation, and installation (if applicable). Include your current Experience Modification Rate (EMR), if relevant.

xi) Cost of Equipment: Proposers shall submit a lump-sum fixed price covering all equipment, accessories, training, and documentation necessary to deliver a fully operable crane meeting the specifications herein. Pricing shall be inclusive of factory testing and preparation and shall clearly define delivery terms.

xii) BABA Compliance: Written confirmation of Buy American, Build American (BABA) compliance.

xiii) Prevailing Wage Requirements: This procurement may be subject to federal prevailing wage laws, including the Davis-Bacon Act. If applicable, the selected vendor must ensure that all laborers and mechanics engaged in delivery, installation, setup, or related services are paid wages not less than those established by the U.S. Department of Labor or relevant state authority. Vendors must submit certified payrolls upon request and comply with all reporting and recordkeeping requirements.

xiv) Project Schedule: Submit a schedule for equipment procurement, delivery, and any required coordination. Include your method for schedule control (e.g., bar chart or Gantt chart).

xv) Warranties: Provide industry-standard warranties for all equipment and associated services and in alignment with the specified base features. Clearly specify warranty durations and coverage terms.

xvi) Negotiations: The Owner does not anticipate prolonged negotiations with the selected vendor. All bidders must submit their best and final offer at the time of bid submission.

6. Schedule*

- **RFP Issued**: 11/06/2026
- **Questions Due:** 11/09/2026
- **Q&A Response:** 11/12/2026
- **Proposal Due**: 11/13/2026
- **Preliminary Selection:** 11/16/2026
- **Contract Negotiation:** 11/17/2026 – 11/19/2026
- **Award:** 11/20/2026

* Preliminary selection, contract negotiation, and award schedule dates are tentative and may be accelerated or delayed based on the volume and responsiveness of proposals received.

7. Additional Information

KKIL reserves the right to request additional information or clarification from firms, conduct interviews, and negotiate terms prior to making a final selection. This RFP does not constitute a commitment by KKIL to award a contract.

8. Disclaimers

KKIL reserves the right to reject any or all responses to this RFP and to waive any informalities or irregularities in the submission process. All materials submitted in response to this RFP become

the property of KKIL and may be subject to public disclosure. KKIL assumes no liability to any person or entity for the costs incurred in responding to this RFP.

KK Integrated Logistics, Inc. appreciates your interest in providing services and your efforts in submitting a proposal.