Corporate Office:

PITT OHIO

15 27th St.

Pittsburgh, PA 15222

Website: [www.pittohio.com](http://www.pittohio.com)

Phone: (412)232-3015

PITT OHIO Supply Chain welcomes your interest in becoming an approved carrier for us. We are confident that you will find PITT OHIO Supply Chain an easy company to do business with. Below you will find the Carrier Onboarding Packet that contains information on PITT OHIO Supply Chain as well as the various forms we need completed for your company to become an approved carrier for PITT OHIO Supply Chain. Please note that at this time 3PL’s are not being considered.

In order, the packet contents are:

1. Carrier Profile Form (Must be an asset-based carrier. Brokers will not be allowed) Pg 2-5
2. ACH Form – Pg 6-7
3. Carrier Insurance Information Sheet – Pg 8
4. Carrier Transportation Contract – Pg 9-14
5. W-9 Tax Form (pdf) – Pg 15
6. Non-Disclosure Agreement (pdf) – Pg 15

A valid Insurance certificate listing PITT OHIO Supply Chain as a certificate holder and showing current coverage with minimum amounts of $250,000 cargo coverage and $2 million auto liability must be emailed with the 5 forms above to the PITT OHIO SCS Carrier Relations Department at CarrierRelations@pittohio.com.

**We cannot offer freight until this information is received, approved and entered into our database**.

If you have any questions please e-mail our carrier relations department at CarrierRelations@pittohio.com.

Thank you,

Bud Stump

Carrier Relations Manager

PITT OHIO Supply Chain

MC# 696356/DOT# 2245615

**Carrier Profile**

**General:**

|  |  |
| --- | --- |
| **Carrier Name:** |  |
| **Contact Name and Role/Responsibly:** |  |
| **Email(s) for opportunities:***Email address(es) to receive notifications of perspective shipment solicitations -via our TMS* |  |
| **Email (for our TMS Credentials):** Email address(es) to be setup with credentials and access to our TMS to accept quotes.  |  |
| **Address:** |  |
| **City / State / Zip:** |  |
| **Phone:** |  |
| **SCAC:** |  |
| **MC Number:** |  |
| **DOT Number:** |  |
| **Website Address:** |  |
| **Service Modes: *Please Circle or highlight all that applies:*** | **Truckload - LTL - Expedite (Courier) - Intermodal/Rail - Ocean/Int’l** **Airfreight – Dray - Warehousing - Other?**   |
| **Service coverage – zips/route file/map*****Please be specific -you will receive quotes based off your service coverage.*** |  |
| **Years in business/established** |  |
| **Terminal Locations: *(attach terminal listing if available)*** |  |
| **Can you share examples of customers you service today?** |  |

**Operations:**

|  |  |
| --- | --- |
| **Asset or Brokerage?****If asset, how many total drivers are in your fleet?** |  |
| **Are your driver’s company employees or ICs?**  |  |
| **Average Age of Fleet?** |  |

**Equipment: Y / N**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Air Ride Trailers**  |  | **Dry Van Box Trailer 48'** |  | **Refrigerated Trailers** |  |
| **Cars**  |  | **Dry Van Box Trailer 53'** |  | **Roll up Doors**  |  |
| **Cargo Vans** |  | **Dry Van Trailers 48’ w/ LG** |  | **Step Deck**  |  |
| **Chassis** |  | **Dry Van Trailers 53’ w/ LG** |  | **Straight Truck 16 ft. w/ L/G** |  |
| **Conestoga** |  | **Dry Van E-Track Trailer**  |  | **Straight Truck 24 ft. w/ L/G**  |  |
| **Day Cabs** |  | **Lowboy Trailer** |  | **Straight Truck 26 ft. w/ L/G**  |  |
| **Flat Beds** |  | **Removable Goose Neck Trailer**  |  | **Sprinter Vans** |  |
| **Heated Trailers**  |  | **Rack Trailers** |  | **Swing Doors** |  |

**Services: Y / N Services: Y / N**

|  |  |  |  |
| --- | --- | --- | --- |
| **LTL less than truckload** |  | **Residential** |  |
| **Truck load** |  | **Retail/Mall Deliveries** |  |
| **Alcohol Permit** |  | **Secured Yards** |  |
| **Convention Ctr deliveries** |  | **Sort and Seg** |  |
| **Drayage** |  | **Tanker Endorsement** |  |
| **Drop Trailer Ability** |  | **Teams** |  |
| **Expedite** |  | **Temperature Control** |  |
| **Grocery warehouse deliveries** |  | **Transloading of Containers or Vans** |  |
| **Haz Mat Certified** |  | **TSA Certified** |  |
| **Inside Delivery** |  | **TWIC Card** |  |
| **International Service** |  | **Two Man Delivery** |  |
| **Intermodal/Rail** |  | **Union Drivers** |  |
| **Liftgate capability** |  | **Warehousing: if Yes:** |  |
| **Military Base Deliveries** |  |  *Warehouse**Location(s)?* |  |
| **Pool Distribution** |  | *Haz mat certified?* |  |
| **Power Only Moves** |  | *Do you have a WMS?* |  |
| **Protect from Freeze** |  | *How much space available?* |  |
| **Jockey Yard Service** |  |  *Contact for Warehouse opportunities?* |  |
| **White Glove** |  | *Bonded?* |  |

**Technology/Business**

|  |  |
| --- | --- |
| **Name of your software platform?** |  |
| **What self-service functions are available on your website?** | *Can we track a shipment by our PITT OHIO pro/tracking number on your website?**Can we retrieve BOL and POD images?* |
| **Are you familiar with ‘Trucker Tools’?** | *Yes or No* |
| **What do you use as your POD?****(highlight all that apply)** | *Provided BOL with signature, time of delivery and pallet counts added (not a preferred method)* |
| *Handheld signature* |
| *Company generated DR/POD document* |
| *Driver taking picture at time of delivery of product at delivery site* |
| **Are you able to send Status updates electronically? If so, via EDI? API?** | *PITT OHIO Sample statuses: Arrived at Picked up, picked up, out for delivery, arrived at delivery, delivered. Must be sent using the PITT OHIO pro/tracking number as identifier* |
| **Can you ftp an image of each bill of lading to PITT OHIO SCS? (*Supply Chain Solutions*)** | *A separate BOL image for each shipment is preferred following a standard naming convention including the PITT OHIO pro/tracking number*  |
| **Can you ftp an image of each POD to PITT OHIO SCS (*Supply Chain Solutions*)** | *A separate POD image for each shipment is preferred following a standard naming convention including the PITT OHIO pro/tracking number* |

**Contacts:**

|  |  |
| --- | --- |
| **Customer Service:** |  |
| **Name and Email:** |  |
| **Phone:** |  |
| **Operations:** |  |
| **Name and Email:** |  |
| **Phone:** |  |
| **IT:** |  |
| **Name and Email:** |  |
| **Phone:** |  |
| **Sales:** |  |
| **Name and Email:** |  |
| **Phone:** |  |
| **Billing Contact:** |  |
| **Name and Email:** |  |
| **Phone:** |  |

**KEY NOTE:**

\*Billing Expectation for PITT OHIO SCS is as follows:

* Invoices MUST include the PITT OHIO Pro#, which will start with a 504#######. You will not get paid without this number.
* **Invoices/BOL’s/POD’s** must be sent to SupplychainAP@pittohio.com & Expeditebilling@pittohio.com (Please make sure to use both emails)
* Please submit invoices within 7 business days. PITT OHIO SCS takes great pride in paying or carrier base within a few weeks.  We cannot do this without the proper information. It is very important that you submit all invoices with our PRO# as stated in first bullet point above.
* PITT OHIO AP Contact is:
	+ 412-232-3015 x5430 (or your accts payable contact)
	+ SupplychainAP@pittohio.com

**Carrier Authorization Agreement for Direct Deposits (ACH CREDITS)**

Company Name: Click or tap here to enter text.

SCAC: Click or tap here to enter text.

Company Address: Click or tap here to enter text.

City, State, Zip Code: Click or tap here to enter text.

ACH Contact Person: Click or tap here to enter text.

Contact Telephone Number: Click or tap here to enter text. Contact Fax Number: Click or tap here to enter text.

Contact email address: Click or tap here to enter text.

The above fax and/or email address will be the address used to send remittance information.

Preferred Method for receiving remittance advice IF your bank cannot provide this information…

Mark one with an ‘X’ FAX EMAIL

I (we) hereby authorize PITT OHIO Express LLC, hereinafter called COMPANY, to initiate credit entries to my (our) bank account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name: Click or tap here to enter text. Branch: Click or tap here to enter text.

City: Click or tap here to enter text. Zip: Click or tap here to enter text.

ABA Routing Number: Click or tap here to enter text. Account Number: Click or tap here to enter text.

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s): Click or tap here to enter text. ID Number: Click or tap here to enter text.

 (please print)

Date: Click or tap to enter a date. Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

\*Billing Expectation for PITT OHIO SCS is as follows:

* Invoices MUST include the PITT OHIO Pro#, which will start with a 504#######. You will not get paid without this number.
* **Invoices/BOL’s/POD’s** must be sent to SupplychainAP@pittohio.com & Expeditebilling@pittohio.com (Please make sure to use both emails)
* Please submit invoices within 7 business days. PITT OHIO SCS takes great pride in paying or carrier base within a few weeks. We cannot do this without the proper information. It is very important that you submit all invoices with our PRO# as stated in first bullet point above.
* PITT OHIO AP Contact is:
	+ 412-232-3015 x5430 (or your accts payable contact)
	+ SupplychainAP@pittohio.com

**Certificate of Insurance Minimums**

General Liability: $2 Million (Aggregate)

Automobile Liability: $2 Mil OR a combined $ 1 Mil Auto and $1 Mil umbrella/excess policy

Workers Compensation: Per Statute

Motor Truck Cargo: $250,000 Minimum

**Certificate Holder:**

PITT OHIO Ground

15 27th St

Pittsburgh, PA 15222



**BROKER TO CARRIER AGREEMENT**

 This Carrier Agreement (Agreement) is made and intended to be effective on this [Click or tap here to enter text.] day of [Click or tap here to enter text.],[ Click or tap here to enter text. ](“**Effective Date**”) and between **PITT OHIO GROUND,** **LLC** (**BROKER**). with offices located at 15 27th St, Pittsburgh, PA 15222, a corporation, (“MC# 696356”), and [Click or tap here to enter text.], (a corporation), (LLC), (“MC# Click or tap here to enter text.”) known as (**CARRIER**) with offices located at Click or tap here to enter text.. For purposes of this Agreement, PITT OHIO GROUND, LLC. and [Click or tap here to enter text.] may be referred to individually as a “**BROKER**” and as the “**CARRIER**.”

**RECITALS:**

 The Parties are licensed property brokers and carrier as noted above, and authorized by the FMCSA (Federal Motor Carrier Safety Administration, U.S. Department of Transportation) to arrange for the transportation of freight by motor vehicles (including draymen) and/or railroad intermodal service and desire to work with each other to arrange the transportation of freight on behalf of shipper customers and

 **WHEREAS**, This Agreement shall apply to transactions where the broker providing the shipping customer(s) whose freight is to be transported, is designated as CARRIER, and the broker who contracts with motor carriers (including draymen), and/or rail carriers to transport freight, is designated as BROKER; and would also include Warehousing/Transloading

 **WHEREAS**, The terms of this Agreement are intended to apply to all co-brokered transactions between the Parties, where either of them may be acting in either capacity, as CARRIER or BROKER.

 **WHEREAS**, The licenses of the Parties are not subject to threatened, or pending revocation or suspension; each Party has and will maintain during the term of this Agreement the surety bond required of property brokers to be on file with the FMCSA; and the Parties are, and will be during the term of this Agreement, in compliance with all applicable state and federal regulations pertaining to the operation of their businesses.

 **WHEREAS**, The persons signing this Agreement are authorized to do so and intend to bind their respective Parties.

**NOW, THEREFORE**, in consideration of the premises above, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

* 1. Carrier Responsibilities: Carrier shall be solely responsible for exercising due diligence in selecting carriers for the performance of this Agreement, which includes, but is not limited to: verifying the carrier's operating authority (state and/or federal), obtaining proof of the carrier's insurance coverage, with coverage not less than $2,000,000 for General Liability, $1,000,000 Auto Liability; and $250,000 cargo, verifying the carrier does not have an "Unsatisfactory" safety rating with the FMCSA, executing a written contract with carriers, which includes carriers representation of compliance with all applicable state and federal safety regulations, and for intermodal shipments, contracting only with motor carriers who have executed, and represent that they are in compliance with the terms of a current Uniform Intermodal Interchange Agreement (UIIA).

CARRIER Insurance: CARRIER, shall procure and maintain its own insurance coverage and shall provide BROKER with proof of insurance satisfactory to BROKER.

* 1. Prohibition Against Re-Brokering: CARRIER shall not, nor allow a carrier to, re-broker, sub-broker, subcontract, assign, interline, or warehouse any shipments hereunder without the prior written consent of BROKER.
	2. Billings and Payments: BROKER is authorized to, and shall be responsible for, billing and collection from shippers, consignees, and third parties responsible for payment of its charges. BROKER shall pay CARRIER for agreed upon charges (commissions and carrier charges as specified by rate schedule or load confirmations, which are hereby incorporated by reference) within 30 (thirty) days of receipt of CARRIER’s invoice and proof of delivery. CARRIER shall pay the motor carrier(s)/railroads/draymen as required under its written contract(s) with such carrier(s) regardless of whether BROKER timely pays CARRIER. In the event that payments to carrier(s) are not made in accordance with the payment terms of the CARRIER/carrier agreement(s), and the carrier is in compliance with that agreement, BROKER may pay the delivering carrier(s) directly upon written notification to CARRIER and, in so doing, shall discharge its entire obligation to pay CARRIER. CARRIER shall not bill or collect freight charges from BROKER's customers/shippers, consignees, or other parties responsible for payment, provided BROKER has complied with the terms of this Agreement.
	3. Confidentiality: The Parties agree that they shall not use or disclose any of the contents of this Agreement including but not limited to, all sales and marketing information received from each other or from shipper customers or carriers providing transportation services to them, financial information received, brokerage fees charged and received, non-brokerage fees charged and received, amounts charged to and paid by shippers, consignees or others responsible for payment, amounts of freight charges billed and received, and motor carrier rates, given or exchanged with any person or entity except as necessary to conduct the business contemplated hereunder.
	4. No Back-Solicitation: In recognition of the fact that each of the Parties has invested substantial effort and money in developing its customers and each Party may separately procure new accounts during the term of this Agreement, the Parties expressly agree that:
		1. CARRIER shall not solicit business from nor perform brokerage services directly or indirectly on behalf of any shipper/consignee/third parties first introduced to it by BROKER, or through the performance of this Agreement. However, if CARRIER has conducted business with such shippers/consignees/third parties prior to entering into this Agreement then CARRIER can continue to solicit those traffic lanes previously served. “Traffic lanes” for purposes of this Agreement shall mean origination locations to destination locations for truckload, LTL, Drayage, transloading and warehousing.
		2. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this Agreement and for a period of two (2) year from the date of the termination of this Agreement for any reason.
		3. In the event of non-compliance with the specific provisions of this paragraph, CARRIER shall, upon discovery of breach by BROKER, be liable to BROKER for fifteen percent (15%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this Agreement.
	5. Term: Termination: This Agreement shall be in effect for a period of one year beginning with the date of signing by both Parties and shall be automatically renewed for like periods unless terminated by either Party for any reason, upon at least ten (10) days advance written notice. Termination of this Agreement shall not relieve either Party from completing and performing their obligations to each other and to carriers and/or shipper customers, or any of the obligations arising out of the terms contained in this Agreement. Unless otherwise provided herein, or agreed in writing in advance, neither Party shall be liable to the other for consequential damages of any kind.
	6. Indemnification:
		1. BROKER shall defend, indemnify, and hold CARRIER and its carrier(s) harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fees, arising out of BROKER's performance of this Agreement, or any violation by BROKER of any of the terms of this Agreement or caused by BROKER’s shipper customer.
		2. CARRIER shall defend, indemnify, and hold BROKER and its shipper, consignee, or third parties responsible for payment, harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fees, arising out of CARRIER's and/or its carrier's performance of this Agreement, or any violation by CARRIER of any of the terms of this Agreement.
		3. Unless the Parties notify each other in writing prior to transportation of any shipment, of greater freight values, the Parties indemnification obligations for freight loss and damage shall not exceed

$250,000 for any one shipment.

* 1. Notice of Claims: CARRIER agrees that its liability to the shipper or consignee, or to BROKER as agent or assignee of shipper or consignee for cargo loss or damage shall be that of a Motor Carrier as provided for in 49 USC §14706 (the Carmack Amendment), except as is otherwise provided by this Agreement. CARRIER shall be liable for full actual loss of cargo, and any limitation on this liability contained in any tariff, contract, bill of lading, or other document shall be void and ineffective. Exclusions in CARRIER’s insurance coverage shall not relieve CARRIER from any liability. The provisions contained in 49 CFR §370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage, except as is otherwise provided by this Agreement. CARRIER waives the right to salvage for damaged freight and understands and agrees that the shipper may choose to destroy damaged goods rather than allowing them to reach the consumer market in damaged condition. In the event that damaged goods are returned to BROKER’s customer and salvaged by Customer, CARRIER shall receive a credit for the actual salvage value of such goods. CARRIER’s indemnification liability for freight loss and damage claims, when determined, shall include legal fees. All claims shall be paid in form of a Check, as PITT OHIO Ground, LLC is not able to receive a credit or deduction on aging.
	2. Disputes: In the event of a dispute arising out of this Agreement the Parties shall provide each other with 15 days prior detailed written notice in which to "cure" any alleged default. If no "cure" is completed (or is not substantially in process), legal proceedings may be commenced in not more than two (2) years from date of the last occurrence of default, in the state(s) in which either of them have their principal offices. The prevailing Party in any legal proceeding shall be entitled to recover reasonable attorney fees. Unless preempted or controlled by federal transportation law and regulations, the laws of the state of the Party commencing legal proceedings shall be controlling without regard to conflicts of laws principles. The Parties wave all objections to venue and jurisdiction in those states.
	3. No Assignment: This Agreement may not be transferred, assigned, or pledged by either Party without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, executors administrators, successors and assigns.
	4. Notices: Unless the Parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (certified US mail, return receipt requested, or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| PITT OHIO Ground, LLC. |  | [CARRIER] |
| Attn: John Malva |  | Attn: [Name] |
| 15 27th StPittsburgh, PA 15222 |  | [Address] |
| Phone: 412-232-3015 |  | Phone: [Phone Number]Fax: [Fax Number] |

* 1. Validity/Survival: If any provision of the Agreement shall be held invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full effect. The representations, rights and obligations of the Parties shall survive termination of this Agreement for any reason.
	2. Waiver: No waiver of any provision of this Agreement, or of the breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach. This Agreement is for specified services pursuant to 49 USC 14101 (b). To the extent that the provisions herein are inconsistent with Part (b), Subtitle IV, of Title 49 USC (ICC Termination Act of 1995) the Parties expressly waive all rights and remedies they may have under the Act.
	3. Recitals: Headings: The Recitals above are contractual as well as recital. Paragraph headings are intended for convenience only, and shall not be considered substantive.
	4. Integration: This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior Agreements and understandings, verbal and/or written between the Parties with respect to such subject matter. The Parties intend that no extrinsic evidence may be introduced to reform this Agreement in any legal or equitable proceeding. This Agreement does not supersede any agreement that either Broker has with any shipper or carrier.
	5. Governing Law; Consent to Jurisdiction and Venue.

#### Except to the extent governed by other compulsorily applicable law, these Conditions and the services provided by Company shall be governed by and subject to the laws of the State of Pennsylvania, without regard to the choice-of-law rules of the State of Pennsylvania or any other state or nation. SHIPPER AND COMPANY AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR SERVICES RENDERED HEREUNDER, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING THE WESTERN DISTRICT OF PENNSYLVANIA IN PITTSBURGH, PENNSYLVANIA. SHIPPER AND COMPANY HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS. In the event Shipper files an action against Company, Shipper hereby consents to any Company-instituted transfer of such action to any other venue in which Company is a party or subsequently becomes a party to an action concerning loss, damage or delay to the cargo that is the subject of Shipper’s action. Should Company successfully defend itself or any legal actions brought by any party with an interest in this Shipment, Company shall be entitled to reasonable attorney fees and costs. If any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions. No agent, servant or representative of the Company has authority to alter modify or waive any provisions of this contract unless in a writing signed by an officer of Company.

 **IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this Agreement on the Effective Date.

|  |  |  |
| --- | --- | --- |
| **PITT OHIO Ground, LLC.** |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name |
| Authorized Signature |  | Authorized Signature |
| Print Name & Title |  | Print Name & Title |
| Date  |  | Date |

Please complete PDF W-9 Form attached and Return:



Please complete PDF NDA Form attached and Return. If you need a word version please email CarrierRelations@pittohio.com.



PITT OHIO Broker to Carrier Agreement PDF:

