

INVITATION TO BID

ITB No. EQ-1933A



PURCHASE OF LIGHT & HEAVY-DUTY FORK LIFTS

ITB DUE DATE: WEDNESDAY, FEBRUARY 7, 2024 at 2:00 PM (ET)

Sandra Platt, Sr. Contract Specialist

sandra.platt@jaxport.com

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

ITB EQ-1933A

**PURCHASE OF LIGHT & HEAVY-DUTY FORK LIFTS
FOR THE
JACKSONVILLE PORT AUTHORITY**

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**REQUESTS FOR DISTRIBUTION SHEETS OR
ATTENDANCE SHEETS**

Copies of the Invitation to Bid (ITB) distribution records may be requested by contacting Procurement Services.

SUBMISSION OF BIDS

Bids submitted electronically in advance of the time set for opening will be held in the E-Builder Bidding Portal until **2:00 PM (ET), WEDNESDAY FEBRUARY 7, 2024**. Bidders are fully responsible for submittal of Bid. Reliance upon the computer system's reaction time is at Bidder's risk. After the bid due date/time has passed, the submit button will be disabled. **Late Bids will not be received or considered.**

BID OPENING PROCEDURES

Depending on the type of project for which Bids are requested, the items read at the opening will vary. Sealed Bids are not public records subject to disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (§119.07 (3) (m), Florida Statutes). All parts of Bid, including exhibits, are subject to the Public Records Law, and a Bidder may not exclude any portion of the Bid unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

INVITATION TO BID RESULTS OR AWARD OF CONTRACT

Bidders desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, can obtain a copy 30-days after the Bid opening by submitting a written request to Procurement Services. Requested copies will be sent to the Bidder by email. Bidders wishing to view Bids submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Bidders will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any JAXPORT employee concerning any aspect of this solicitation, except in writing to the procurement director or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

INVITATION TO BID
BID NO.: EQ-1933A
PURCHASE OF LIGHT & HEAVY-DUTY FORK LIFTS
FOR THE
JACKSONVILLE PORT AUTHORITY

Bids will be received by the Jacksonville Port Authority (JAXPORT) via E-Builder Electronic Bid Submission up to **2:00 PM (ET)**, on **WEDNESDAY, FEBRUARY 7, 2024**, at which time they will be opened publicly via **ZOOM Meeting**.

<https://us02web.zoom.us/j/86163931936?pwd=dVA3bXdJUKxSTXladUdENTAxY0Q2Zz09>

Meeting ID: 861 6393 1936

Passcode: 155586

All Bids must be submitted in accordance with the Invitation to Bid Number **EQ-1933A**, which may be obtained from our website:

<https://www.jaxport.com/procurement/active-solicitations>

Procurement Services
P.O. Box 3005
Jacksonville, Florida 32206
(904) 357-3017

ARTICLE I INSTRUCTIONS TO BIDDERS

1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting bids from “Qualified and Experienced Firms” to provide **LIGHT & HEAVY-DUTY FORK LIFTS** for Jacksonville Container Terminal SSA Jacksonville, Blount Island Marine Terminal, quantity five (5) and Crowley, Talleyrand Marine Terminal, quantity eleven (11).

1.02 RECEIPT AND OPENING OF BIDS

JAXPORT will receive bids until **WEDNESDAY, FEBRUARY 7, 2024 at 2:00 PM (ET)** from companies licensed, qualified and interested in providing **LIGHT & HEAVY-DUTY FORK LIFTS**, as per specifications listed on this Invitation to Bid (ITB). These bids will be publicly opened via ZOOM Meeting and can be accessed from your computer, tablet or smartphone at the stated time and date listed above.

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/86163931936?pwd=dVA3bXdJUkxSTXladUdENTAxY0Q2Zz09>

Meeting ID: 861 6393 1936

Passcode: 155586

1.03 DELIVERY OF BIDS

Bids and all required supplemental material listed in Article III (*items to be submitted with Bid Form*) must be electronically submitted in **PDF format only** through E-Builder. Bid documents submitted through Email or Fax will not be accepted or considered. **JAXPORT no longer accepts any bid packages submitted by mail or hand-delivery. Please visit the JAXPORT’s website at www.jaxport.com for more information and updates.**

The PDF file name should read **“ITB EQ-1933A”** “How to Submit Your Bid Response in E-Builder” is provided as **“Attachment No. 1”**. Additional instructions on how to navigate in E-Builder. Click the below link to access the **“Bidders Portal Instructional Training Video”**:

<https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

Bids must be submitted prior to 2:00 PM (ET), WEDNESDAY, FEBRUARY 7, 2024. The submit button in E-Builder will deactivate at exactly 2:00:00 PM EST and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.

It is the sole responsibility of the Bidder to have its Bid submitted to JAXPORT as specified herein on or before the aforementioned date and time. For the purpose of the ITB, a bid is considered delivered when confirmation of delivery is provided by E-Builder. Bidder must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the bid opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the Bid Opening (including but not limited to, encrypted files, password protected files, or incompatible files) to be blank or incomplete, as context requires, and therefore, unacceptable. Bidders will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with bid. All expenses for submitting Bids to JAXPORT are to be borne by the Bidder and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.04 CONTRACT DOCUMENTS

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of bidders, other technical information, applicable special conditions, term of the Contract and payment terms are also

contained in these documents. The date, time, and place of the receipt and opening of bids are listed in Article 1.02 above.

1.05 EXAMINATION OF CONTRACT DOCUMENTS

The Bidder is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Bidder has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

1.06 OBLIGATION OF BIDDERS

The Bidder must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Bidder of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed. In addition, the Bidder will be held responsible for having examined the details of the proposed scope of work. The Bidder will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a bid will be construed as evidence that all Bidder obligations have been satisfied and no subsequent allowance will be made in this regard.

1.07 QUESTIONS & ADDENDUM

Any questions regarding this Invitation to Bid (ITB) should be directed to **Sandra Platt, Sr. Contract Specialist** and submitted either by email to sandra.platt@jaxport.com or submittal through E-Builder. Answers to questions will be released in an Addendum directed to all known prospective bidders registered in the E-Builders website and advertised on JAXPORT's website under Active Solicitations at <https://www.jaxport.com/procurement/active-solicitations>.

The deadline for questions will be WEDNESDAY, JANUARY 17, 2024 at 3:00 PM (ET).

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Any request for such interpretations or corrections must be made in writing.

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract Documents, which if issued, will be e-mailed to all known prospective bidders. However, it is the responsibility of each Bidder, before submitting its bid, to visit JAXPORT's website at www.jaxport.com/procurement/active-solicitations to determine if any Addendum have been issued and to make such Addendum a part of its bid. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective bidders are advised that only JAXPORT will give information concerning, or will explain or interpret the ITB Documents.

1.08 PREPARATION OF BID

- A. Bid will be submitted via E-Builder Electronic Bid Submission with the attached Bid Form (Article III). All blank spaces must be complete and all item fields acknowledged prior to submittal. Only the Bid Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT BID PACKAGE.**
- B. Bid should be prepared in **PDF format only** and uploaded simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this Invitation to Bid (ITB). Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- C. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded and "labeled" in PDF format as an Appendix to the bid. If publications are supplied by a Bidder, it must be uploaded as a PDF document and the bid should include reference to a document number and/or page number of that Appendix material. Bids not providing this reference will be considered to have no additional material to be considered during the evaluation process.

- D. An authorized representative shall sign the bid. If an individual makes the bid, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the bid as principal. If a firm or partnership makes the bid, the name and address of each member of the firm or partnership must be stated. If a corporation makes the bid, an authorized officer must sign the bid or agent, subscribing the name of the corporation with his or her own names. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- E. Bids will be uploaded in accordance with requirements specified on this Invitation to Bid.
- F. Failure to upload all information requested may result in a bid being considered “non-responsive,” and therefore, may be rejected.

1.09 RESPONSIBLE BIDDER CRITERIA

In considering the responsibility of Bidders JAXPORT will examine all requirements listed and submitted with the ITB.

1.10 WITHDRAWAL OF BID

Any bid may be withdrawn by written request of the Bidder until the date and time set above for opening of the bids. Any bid not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the bids have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT’s action on bids normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAXPORT action.

1.11 DISQUALIFICATIONS OF BIDDERS

Any of the following causes may be considered sufficient for the disqualification of a Bidder and rejection of the bid:

- A. Submission of more than one bid for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one bid may be submitted for the company.
- B. Evidence of collusion among Bidders.
- C. Incomplete work for which the Bidder is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Bidder with complying with the requested scope of services under this Contract if awarded to such Bidder.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items ‘C’ and ‘D’ above will be considered by JAXPORT after the opening of bids, and, if found to apply to any Bidder, JAXPORT will notify the Bidder that its bid will not be considered for an award of the Contract. The Bidder has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via Procurement Services, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the bid documents, and any other requirements listed in Article III.
- G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

Failure to provide requested information listed above may result in the Bidder being ruled non-responsive.

1.12 NON-WARRANTY OF ITB INFORMATION

Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making bids. JAXPORT and its representatives shall not be responsible for any error or omission in the ITB.

1.13 CONTINGENCY FEES PROHIBITED

By submitting a bid in response to this ITB, the Bidder warrants that it has not employed or retained a company or person, other than a bonafide employee or sub bidder, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

1.14 REJECTIONS OF IRREGULAR BIDS

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of bids, or to reject any or all bids, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all bids, in whole or in part, and to waive any non-conformance or any other irregularities received in said bid, to reject any and all bids and to accept the bid which in its judgment will be in the best interest of JAXPORT.

1.15 PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Bidders are required to complete and submit with their bids a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as "Exhibit B"** for that purpose and must be included with the bid form at the time bids are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid on a contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Being awarded or performing work as a Bidder, supplier, sub Bidder, or Bidder under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

1.16 DISCRIMINATORY VENDOR LIST

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:

1.17 BIDDERS REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Proposer understands, represents, and acknowledges the following (if the Proposer cannot certify to any of the following, the Proposer shall submit with its response a written explanation of why it cannot do so).

- The Proposer is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the proposal documents, the Proposer, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Proposer has not, within the last five (5) years, had a delinquent obligation to the State or any other governmental authority, including a claim for liquidated damages under any other contract.
- The proposal submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, nor they will not be disclosed before the solicitation proposal opening.
- The Proposer has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Proposer will conform to the specifications without exception.
- The Proposer has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The Proposer shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.
- All information provided by, and representations made by, the Proposer are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Proposer has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.

- That the Proposer is in full compliance with all Federal, State, and local laws and regulations and shall fully comply with the same during the entire term of the contract.

1.18 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Bidders are required to complete and submit with their bids an E-Verify Acknowledgement and Acceptance Form. **Form is provided as “Exhibit C”**. The successful bidder agrees to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful bidders must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful bidder further agrees to maintain records of its participation and compliance and its subcontractor’s participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

1.19 NON-DISCRIMINATION PROVISIONS

The Bidder will have all state, county and local licenses and permits as may be required by law to perform the described services. The Bidder agrees to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

1.20 PUBLIC MEETING REQUIREMENTS

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, Evaluation Committee meetings and meetings of the Awards Committee are required to be held in public with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of the Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206 and on JAXPORT’s website at www.jaxport.com.

1.21 PUBLIC RECORDS

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the JPA to perform the services; and
- (b) Upon request from the JPA’s custodian of public records, provide the JPA with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JPA; and
- (d) Upon completion of this Contract, transfer to the JPA at no cost all public records in possession of Contractor or keep and maintain public records required by the JPA to perform the service. If Contractor transfers all public records to the JPA upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JPA upon request from either JPA’s custodian of public records in a format that is compatible with the JPA’s information technology systems.

The above requirements apply to a “Contractor” as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JPA’S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

1.22 PROTEST PROCEDURES

Respondents shall file any protest regarding this ITB in writing, in accordance with JAXPORT’s Protest Procedures promulgated on SOP-1215 Procurement Code for the Jacksonville Port Authority, available at <https://www.jaxport.com/procurement>

1.23 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting bids fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT’s designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm’s bid. For purposes of this section, the term “ex-parte communication” shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

- A. Meetings called or requested by JAXPORT and attended by Bidders/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this ITB;
- B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;
- C. The filing and prosecution of a written protest to any bid award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings.
- D. Contacts with appointed or elected officials of JAXPORT.

1.24 EXECUTION OF THE CONTRACT

Within twenty (20) days after Notice of Award, the successful Bidder will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Bidder, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

1.25 ARTICLE/SECTION HEADINGS

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this ITB.

1.26 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT’S Invitation to Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract No. **EQ-1933A**; 3) Addenda to Bid; 4) JAXPORT'S Invitation to Bid No. **EQ-1933A**; and 5) Bidder's Bid.

1.27 VENUE

The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this ITB will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This ITB will be governed by and interpreted under the laws of the State of Florida.

1.28 ENTIRE AGREEMENT

This ITB is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this ITB. Bidder agrees that no representations have been made by JAXPORT to induce the Bidder to enter into this ITB other than as expressly stated in this ITB. This ITB can neither be changed orally, nor by any means other than by written amendments expressly referencing this ITB and signed by all Parties hereto.

1.29 TAX EXEMPT

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012544323C-8.

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ARTICLE II GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

BIDDER - Any individual, firm or corporation submitting a bid for the work contemplated.

BID - The approved forms on which the Bidder is to submit, or has submitted, its charges for the work contemplated.

CONTRACT - The Contract consists of the document labeled "Specifications for **PURCHASE OF LIGHT & HEAVY-DUTY FORK LIFTS** for the Jacksonville Port Authority", **ITB EQ-1933A** and any Addendum issued before the execution of the Contract; Bidder's bid; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.26.

CONTRACTING OFFICER - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Bidder. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

BIDDER - Any individual, firm or corporation entering into a Contract to perform the Scope of Work for JAXPORT.

BIDDER'S REPRESENTATIVE(S) - Individual(s) designated in writing by the Contractor at the time of Contract award as the only individual(s) authorized to act for the Contractor in all matters, including changes to Contract terms and to make estimates for repairs.

2.02 TECHNICAL SPECIFICATIONS

The work to be provided under this Contract is specified in Article IV, Scope of Work, with work to be provided as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for a **one-time purchase**. JAXPORT will award this contract to one Bidder who will be fully responsible for providing **LIGHT & HEAVY-DUTY FORK LIFTS** to JAXPORT.

2.04 AWARD OF CONTRACT

JAXPORT intends to award a Contract to the Bidder offering the lowest price consistent with meeting all specifications, terms and conditions set forth on the ITB. No award will be made until all necessary inquiries have been made into the responsibility of the low bidder, and JAXPORT is satisfied that the low bidder is qualified to do the work and has the necessary organization, capital and equipment to provide these services under the terms of the contract.

JAXPORT reserves the right to accept or reject any or all bids, in whole or in part. There is no obligation by JAXPORT to award the ITB to the lowest bid offer, JAXPORT reserves the right to award the ITB to the Bidder submitting the bid that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which bid will be in its best interest and its decision will be final.

Bids will be evaluated based on prices submitted on the Bid Form and on evaluation of the responsible mandatory and other requirements listed in Article IV. The Bidder must clearly and directly address each of these requirements. JAXPORT is not required to contact a Bidder to obtain additional information to evaluate the Bid.

2.05 ESCALATION / DE-ESCALATION – Not Applicable

2.06 CERTIFICATION/BIDDER QUALIFICATIONS

Bidder must be a qualified and licensed Firm and have current experience in providing the types of professional services required under this Invitation to Bid (ITB). The Bidder must become fully aware of the technical specifications, failure to do so will not relieve a successful Bidder of its obligation to provide JAXPORT'S requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this ITB.

2.07 PAYMENT

A. All invoices will reference the Contract No. **EQ-1933A**. An original and one copy will be emailed to:

Accounts.payable@jaxport.com

or mailed to:

Jacksonville Port Authority
Attn: Accounts Payable
P.O. Box 3005
Jacksonville, FL 32206-3496

B. Invoices will be processed following normal JAXPORT payment procedures, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.

2.08 RESPONSIBILITIES OF THE BIDDER

A. An optional post award conference will be scheduled after the Contract is awarded when the Bidder will furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.

B. The Bidder will provide equipment as described in the Contract upon receipt of Notification of Award issued by JAXPORT.

C. The Bidder is responsible for product quality, timely delivery and responsiveness as listed in Article IV – Scope of Work.

D. The Bidder will remain liable for all damages to, or incurred by, JAXPORT caused by the Bidder's negligent performance of any of the services furnished under this Contract.

E. The Bidder represents that it is an independent Bidder and not an employee of JAXPORT, nor are any of Bidder's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Bidder is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Bidder will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Bidder.

F. The Bidder will designate in writing a qualified person(s) to act as its designated representative. The Bidder's Representatives(s) will have authority to act for the Bidder in all matters covered by this Contract.

G. The Bidder will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.

H All personnel employed by the Bidder will be competent, trustworthy and properly trained. The Bidder and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.09 RESPONSIBILITIES OF JAXPORT

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.
- B. JAXPORT will promptly notify the Bidder, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.
- C. JAXPORT will provide timely processing of Bidder's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Bidder in violation of Contract terms.

2.10 INDEMNIFICATION

Any Contract resulting from this Invitation to Bid will include the following provisions:

To the fullest extent permitted by law, the Bidder agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Bidder's work or services under this Invitation to Bid; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Bidder, Bidder's Subcontractor(s) or anyone directly or indirectly employed or hired by Bidder, or anyone for whose acts Bidder may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Bidder of any obligation hereunder.

2.11 INSURANCE – Not Applicable

2.12 SECURITY IMPLEMENTATION PROCEDURE – Not Applicable

2.13 PERMITS AND LICENSES

All licenses necessary to carry out the delivery will be secured and paid for by the Bidder and remain in effect throughout the duration of the Contract.

2.14 PERFORMANCE BOND REQUIREMENT – *Not Required*

2.15 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful Bidder/Firm, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, JAXPORT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Bidder of such termination which shall become effective upon receipt by the successful Bidder of the written termination notice.

In that event, JAXPORT shall compensate the successful Bidder in accordance with the Agreement for all services performed by the Bidder prior to termination, net of any costs incurred by JAXPORT as a consequence of the default.

Notwithstanding the above, the successful Bidder shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Bidder, and JAXPORT may reasonably withhold payments to the successful Bidder for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Bidder is determined.

2.16 TERMINATION FOR CONVENIENCE

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Bidder of such termination, which shall become effective one hundred twenty (120) days following receipt by Bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Bidder in accordance with the Agreement for all services actually performed by the successful Bidder and reasonable direct costs of successful Bidder for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Bidder for any profits that the successful Bidder expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Bidder upon a termination as provided for in this section.

2.17 ASSIGNMENT

Due to the additional administrative burden placed on JAXPORT, the Bidder will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

2.18 FORCE MAJEURE

- A. Performance of this ITB by both JAXPORT and the Bidder will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Bidder will be considered in default in the performance of its obligations under this ITB to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; endemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.
- B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.19 NON-WAIVER

Failure by either Party to insist upon strict performance of any of the provisions of this ITB will not release either Party of any of its obligations under the ITB.

**ARTICLE III
BID FORM**

BIDDER'S NAME: _____

BEFORE COMPLETING THIS FORM, ALL PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR PROPOSALS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE PROPOSAL OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.

Submit prices for the purchase of Light & Heavy-Duty Fork Lifts for Jacksonville Container Terminal, SSA Jacksonville, Blount Island Marine Terminal, quantity five (5) and Crowley, Talleyrand Marine Terminal, quantity eleven (11), including all costs associated with delivery, freight, surcharge, and any other related charges. All prices to be FOB Blount Island Marine Terminal, Attn: Jose Iribarren, SSA Jacksonville, 5800 William Mills Street, Jacksonville, FL 32226 and FOB Talleyrand Marine Terminal, Attn: Andy Davis, Crowley, 3001 Talleyrand Avenue, Jacksonville, FL 32206. Delivery hours are 8:00 AM to 3:00 PM Monday thru Friday. No weekend deliveries allowed. JAXPORT will not pay any transportation insurance and or import charges

Specifications: See Appendix A – SSA Jacksonville Technical Specifications and Appendix B – Crowley Technical Specifications

Light & Heavy-Duty Fork Lifts must comply with the domestic preference requirements outlined in the Build America, Buy America Act (Pub. L. 117-58, Division G, Title IX, Subtitle A, November 15, 2021).

PURCHASE OF ZERO EMISSIONS LIGHT & HEAVY-DUTY ELECTRIC FORK LIFTS					
Item	Description	Estimate Quantity	UOM	Unit Cost	Total Cost
1.	18,000 lbs Capacity Electric Fork Lifts – SSA Jacksonville (for delivery to Blount Island Marine Terminal, Attn: Jose Iribarren, SSA Jacksonville, 5800 William Mills Street, Jacksonville, FL 32226) – See "APPENDIX A"	5	EA	\$	\$
2.	Shipping & Handling – SSA Jacksonville	5	EA	\$	\$
3.	10,000 lbs Capacity Electric Fork Lifts - Crowley (for delivery to Talleyrand Marine Terminal, Attn: Andy Davis, Crowley, 3001 Talleyrand Avenue, Jacksonville, FL 32206) – See "APPENDIX B"	10	EA	\$	\$
4.	Shipping & Handling – Crowley	10	EA	\$	\$
5.	36,000 lbs Capacity Electric Fork Lifts - Crowley (for delivery to Talleyrand Marine Terminal, Attn: Andy Davis, Crowley, 3001 Talleyrand Avenue, Jacksonville, FL 32206) – See "APPENDIX B"	1	EA	\$	\$
6.	Shipping & Handling – Crowley	1	EA	\$	\$
TOTAL BASE BID ITEMS (1 - 6)					\$

OWNER'S OPTION					
Item	Description	Estimate Quantity	UOM	Unit Cost	Total Cost
7.	Battery Charger Compatible with OEM 18,000 lbs Capacity Electric Fork Lifts – SSA Jacksonville (for delivery to Blount Island Marine Terminal, Attn: Jose Iribarren, SSA Jacksonville, 5800 William Mills Street, Jacksonville, FL 32226)	5	EA	\$	\$
8.	Battery Charger Shipping & Handling – SSA Jacksonville	5	EA	\$	\$
9.	Battery Charger Compatible with OEM 10,000 lbs Capacity Electric Fork Lifts – Crowley (for delivery to Talleyrand Marine Terminal, Attn: Andy Davis, Crowley, 3001 Talleyrand Avenue, Jacksonville, FL 32206)	10	EA	\$	\$
10.	Battery Charger Shipping & Handling – Crowley	10	EA	\$	\$
11.	Battery Charger Compatible with OEM 36,000 lbs Capacity Electric Fork Lifts - Crowley (for delivery to Talleyrand Marine Terminal, Attn: Andy Davis, Crowley, 3001 Talleyrand Avenue, Jacksonville, FL 32206) – See "APPENDIX B"	1	EA	\$	\$
12.	Battery Charger Shipping & Handling – Crowley	1	EA	\$	\$
TOTAL OWNER'S OPTION ITEMS (7 - 12)					\$

Total Base Bid (Items 1-6) plus Owner's Option Items (Items 7-12): \$ _____

Manufacturer's Warranty: _____

Lead Time in Weeks: _____ Weeks

Basis of Award: JAXPORT reserves the right to award to the Bidder whose price is the lowest, based on Total Base Bid (Items 1 – 6). However, JAXPORT reserves the right to award to the Bidder whose price is the lowest, based on Total Base Bid (Items 1 – 6) plus Total Owner's Option (Items 7 – 12). JAXPORT will be the sole judge of which bid will be in its best interest and its decision will be final.

BIDDER’S CERTIFICATION

1) Certification and Representations of the Bidder

By signing and submitting a Bid, the Bidder certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Bid, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.
- C. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor’s license and occupational licenses necessary to perform the services. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JAXPORT of status change.
- E. That it read understands and will comply with Article 1.15, Public Entity Crime “Exhibit B” and Conflict of Interest Certificate “Exhibit A” of these instructions to Bidders.

BIDDER’S ATTESTATION

Initials: _____ Date: _____

I hereby attest that I, as the Bidder, have fully read the U.S. Department of Transportation Maritime Administration, General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grant for this Project (ATTACHMENT NO. 3 of EQ-1933A). I hereby attest that I, as the Bidder, understand all of the applicable laws and regulations for this Project and agree to fully comply with all of the applicable laws, regulations, and funding/appropriation requirements and limitations. I understand that failure to comply with the applicable laws, regulations, and funding/appropriation requirement and limitations may result in a termination of the contract and/or financial penalties.

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**INVITATION TO BID EQ-1933A
PURCHASE OF LIGHT & HEAVY-DUTY FORK LIFTS**

BIDDER'S ACKNOWLEDGMENT

I hereby acknowledge, as Bidder's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Invitation to Bid (ITB), I have met all requirements (**See Article IV**), and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

Bidder is a (*check one*): _____ Corporation _____ Partnership _____ Individual

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Authorized Agent's Title: _____

Authorized Agent's Email Address: _____

Telephone Number: _____ Fax Number: _____

Federal Identification Number : _____

Remittance Address: _____

City: _____ State: _____ Zip Code: _____

The following items must be submitted with the Bid Form:

- (1) Bid Form Article III - (Pages A3-1 thru A3-4);
- (2) Acknowledgement of Addenda, *if any*
- (3) Conflict of Interest Certificate (Exhibit "A")
- (4) Sworn Statement of Public Entity Crimes (Exhibit "B")
- (5) E-Verify Compliance Form (Exhibit "C")
- (6) Warranty, include copies of all details

Failure to provide above information in stated format may be grounds for rejection of Bid.

Prices must include all shipping and handling and must remain firm for a period of 60 calendar days from receipt of proposal.

**INVITATION TO BID EQ-1933A
PURCHASE OF LIGHT & HEAVY-DUTY FORK LIFTS
FOR THE JACKSONVILLE PORT AUTHORITY**

NO BID FORM

If your firm cannot submit a Bid at this time, please provide the information requested in the space provided below and return it to:

**Jacksonville Port Authority
Attn: Procurement Services
2831 Talleyrand Avenue
Jacksonville, FL 32206**

We are unable to submit a Bid at this time due to the following reasons:

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ARTICLE IV SCOPE OF SERVICES

4.01 GENERAL OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and the global gateway to the State of Florida, the third most populous state in the nation.

JAXPORT owns, maintains and markets three cargo terminals, two intermodal rail terminals and one passenger cruise terminal along the St. Johns River.

JAXPORT and its maritime partners handle a variety of cargoes, including:

- containerized freight
- automobiles, recreational boats and construction equipment (roll-on roll-off or Ro/Ro)
- breakbulk commodities
- dry and liquid bulks and
- over-sized and specialty cargoes.

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2022, and approximately 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 555,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 19 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two container rail yards. To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

Cargo activity through the Port of Jacksonville generates 138,500 jobs in Florida and supports nearly \$31.1 billion in annual economic output for the region and state.

JAXPORT's Vision

JAXPORT will be a global leader in diversified trade and supply chain solutions, focused on efficiency and fiscal integrity.

JAXPORT's Mission

Creating jobs and opportunity by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

4.02 SCOPE OF SERVICES

The Jacksonville Port Authority (JAXPORT) is seeking a qualified company to provide Light & Heavy Duty Fork Lifts delivered at Jacksonville Container Terminal, SSA Jacksonville, Blount Island Marine Terminal, 5800 William Mills Street, Jacksonville, FL 32226, quantity six (6) and Crowley, Talleyrand Marine Terminal, 3001 Talleyrand Avenue, Jacksonville, FL 32206 as per specifications listed in this Invitation to Bid (ITB). Therefore, the purpose of this solicitation is to request information about your company's abilities to provide products specified and to obtain pricing commitments for Light & Heavy-Duty Fork Lifts as listed.

4.03 EQUIPMENT REQUIREMENTS

Appendix A – SSA Jacksonville (Forklifts)

Appendix B – Crowley (Forklifts)

Battery Chargers – OEM recommended for the specific forklifts being proposed.

4.04 QUANTITIES TO BE PURCHASED

While JAXPORT fully intends to purchase zero emission Light & Heavy-Duty Fork Lifts from one (1) vendor on a “one-time” basis, JAXPORT reserves the right to purchase more than the quantities estimated on this ITB, without incurring any increases in cost or penalties.

4.05 DELIVERY REQUIREMENTS

The vendor will state Lead-Time on Bid Form. Lead-Time will be considered a factor for award of this contract. Prices shall remain firm for a period of **60 calendar days** from receipt of proposal.

All deliveries must be made via Flatbed Truck or Stake body. JAXPORT does not have loading dock facilities. Any deviation from specifications noted at time of delivery will constitute refusal of delivery and possible cancellation of order.

4.06 PICK UP AND RETURNS

The Awarded Bidder must guarantee that the product will work as described and meet all quality standards. If not, JAXPORT reserves the right to return an order, in whole or in part, if the product do not meet the required specifications or delivery date specified on this ITB. JAXPORT will be the sole judge as to acceptable quality; the vendor will coordinate all returns of materials at no charge to JAXPORT.

4.07 WARRANTY

Vendor will specify the warranty period for zero emission Light & Heavy-Duty Fork Lifts and state the method to be used for return and replacement. JAXPORT will incur no cost to obtain replacements during original warranty period. This quote and subsequent contract are subject to the provision of the Uniform Commercial Code as it relates to warranties. The zero emission Light & Heavy Duty Fork Lifts provided under this contract will have an express warranty of fitness for purpose.

4.08 FEDERAL REQUIRED CONTRACT PROVISIONS

All procurement conducted will be performed in accordance with the U.S. Department of Transportation Maritime Administration, General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grants, **ATTACHMENT NO. 3**.

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SSAJacksonville
A Carrix Enterprise

SSA JACKSONVILLE 18,000 LBS. CAPACITY ZERO EMISSION FORKLIFT SPECIFICATIONS

DATED: November 29, 2023

A. LIFTING CAPACITY

- 18,000lbs @ 24" Load Center to 12' capacity;
- Width 82";
- Height to OHG 98";
- Wheel Base 120";
- Length 173";
- Turning Radius 159";
- Empty Weight 28,000lbs (Approx.)

B. MAST

- Three-Stage, 48" Free-Lift Mast;
- Mast Lights and Mirrors;
- Lift Height 144" Positive (12');
- Lowered Height 94";
- Forks - 2.5" x 6" x 48";
- Carriage - 60" Wide;
- Fork Positioners - Hydraulically actuated fork positioning side shift;
- 12" Side Shift; Electric Drive - AC Direct Drive

C. AXLES (HEAVY DUTY)

- Front Drive Axle - Planetary with hydraulically actuated wet disc brakes;
- Rear Steer Axle - Pivotal center trunnion axle with double ended steer cylinder

D. TIRE AND RIM OPTIONS

- Solid Black Tires - Front Drive 8.25 x 15 Pneumatic Black Lug (see striped tire option below);
- Solid Black Tires - Rear Steer 8.25 x 15 Pneumatic Black Lug (see striped tire option below)

E. LIGHTS (ALL TO BE LED)

- 4 Front and 2 rear working lights;
- Blue charge level & red boundary lights

F. ALARMS

- Back-up and motion alarms, horn, amber flashing light, and FOPS overhead protection

G. BRAKES

- Wet disc breaks

H. PAINT OPTION

- Standard colors and decals

I. ELECTRICAL SYSTEM

- High Voltage Inverters;
- Energy Storage - 62 KWH On-board battery with Libal BMS and Bosch VCU (or equivalent);
- High-temp safety shutdown with Open/Short protection;
- On-board Charger - EDN EVO11 22 kW rate with Level 2 port;

J. HYDRAULIC SYSTEM

- High Efficiency, Multi-pump, 5 function;

K. OVERHEAD GUARD AND CAB

- Open operator console with electric tilt cab,
- Air adjustable seat w/arm rests, and overhead view window,
- FOPS overhead protection with gauges for temp, hydraulic press, SOC, voltage meter, hour meter, service meter and Powertrain diagnostics;
- Gauges - IQAN MD4 display with backup camera, Temp, Volt & Power Meter, SOC, Load Weight;

L. WARRANTY

- The vendor will specify the warranty period for zero emission forklifts and state the method to be used for return and replacement. JAXPORT will incur no cost to obtain replacements during the original warranty period. This quote and subsequent contract are subject to the provision of the Uniform Commercial Code as it relates to warranties. The zero emission forklifts provided under this contract will have an express warranty of fitness for purpose.

M. DOCUMENTS

- Operators guide;
- Maintenance and service documentation including key circuit drawings (serial number specific parts book) safety check manual/video/resources;

N. ADDITIONAL OPTIONS TO BE PRICED SEPARATELY

- Automatic greasing of pins and bearings;
- ABB fast charger;
- Extra battery pack for extended range;
- Stevedore Package with lifting eyes, striped tires, and removable counterweight



CROWLEY LOGISTICS
10,000 LBS. CAPACITY
ZERO EMISSION FORKLIFT SPECIFICATIONS

DATED: January 12, 2018

REVISION DATE: Dec. 14, 2023

A. LIFTING CAPACITY

- Electrical Lift Truck, quality engineered with the following specification:
 - To 10,000 lbs. @24 In load center.
 - Electrical Battery Powered.
 - Operation position: Rider seated.

B. PERFORMANCE

- AC drive system.
- AC hydraulic system.
- Power selects functions (S.P.H).
- Battery capacity Indicator.
- Over discharge Warning (lift interrupt)
- Parking brake indicator
- Direction indicator.
- Three forms of energy regeneration.
 - Coast control
 - Plug braking.
 - Foot braking
- Wet-Disc Brakes.

C. OPERABILITY AND ERGONOMICS

- Electric power steering.
- Dual operators assist grips.
- Automatic parking brake.
- Automatic fork leveling control.
- Seat-mounted mini-lever controls.
- Full floating driver compartment.

D. SERVICEABILITY

- AC drive motor (no brushes).
- AC hydraulic motor (no brushes).
- Bolt-on overhead guard.
- Easy access controllers.
- Easy access no-tools floorboard.

E. MAST

- To 3-Stage 4-Cylinder (FSW) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet, and consistent operation. Mast specifications:
 - Maximum Fork Height (MFH, Vmast, top of forks) – 132.3 In.
 - Free Lift (top of forks) – 5.5 In.
 - Fork Size (T x W x L) – 1.8 x 5 x42 In.
 - Length to fork face – 120.9 In.
 - Mast extended height (top of load backrest) – 180.3 In.
 - Overhead Guard Height 92.9 In.

F. TILT

- To 5 degrees forward and 10 degrees backwards.

G. ATTACHMENTS

- 4 Way Valve (With 3rd & 4th Function Hosing).

H. CARRIAGE

- Wide Carriage Class III -46”.

I. SPEED

- Travel Speed: 11 mph.
- Lift Speed: 68.9 fmp.

J. VOLTAGE

- To 80 Volt Electrical System.

K. WHEELS AND TIRES

- From Tires: 250- 14.
- Read Tires: 23 x 9-10.

L. WARRANTY

- The vendor will specify the warranty period for zero emission forklifts and state the method to be used for return and replacement. JAXPORT will incur no cost to obtain replacements during the original warranty period. This quote and subsequent contract are subject to the provision of the Uniform Commercial Code as it relates to warranties. The zero emission forklifts provided under this contract will have an express warranty of fitness for purpose.

M. DOCUMENTS

- Operators guide;
- Maintenance and service documentation including key circuit drawings (serial number specific parts book) safety check manual/video/resources;



CROWLEY LOGISTIC.
HEAVY DUTY 36,000 lbs. CAPACITY
DIESEL FORKLIFT SPECIFICATIONS

DATED: January 12, 2018
REVISION DATE: June 30, 2023

A. CAPACITY

1. Basic Capacity 36,000 lbs. at 48.00" Load Center, 148.00" Wheelbase.

B. MAST

1. To 2-Stage (V) mast • Maximum Fork Height – 180".
Overall Lowered Height – 160.0"

C. TILT

1. To 10 Degrees forward and 8 degrees backwards.

D. CARRIAGE

1. Pin Type, 94.5" Carriage.

E. FORKS

1. Forks, 96" x 8" x 4", Pin Type.

F. SPEED

1. Travel Speed: 23 mph.
2. Lift Speed: 128.20 fpm.

G. ENGINE

1. Cummins QSB6.7-C173 HP Engine Tier 4F Final.

H. TRANSMISSION

1. TE-14 -13.5 HR Transmission.

I. STEERING

1. Full Hydraulic Power Steering.

J. HEAVY DUTY DRIVE AXLE

1. AxleTech planetary drive axle.

K. CAB

1. Dashless, pillar-less deluxe steel cab: Insulated cab features a dashless design with seat-mounted controls and LCD multifunction Display, tilt-steering column, tinted glass, cab heater and other standard operator comforts.

L. TIRE AND RIM OPTIONS

1. Front Tires: 12.00-20-20PR (Pneumatic, Dual Drive).
2. Rear Tires: 12.00-20-20PR (Pneumatic).

M. BRAKES

1. Force-cooled, outboard, wet disc brakes.

N. ATTACHMENT

1. Container Chassis Rotator.
 - Mast Height Recommendation 18'.
 - Mast Tilt \pm 3 degrees minimum.
 - Forks - 3½" x 8" x 72".
 - Hydraulic – pressure 2,900 PSI | Flow rate 8 to 12 GPM.

O. LIGHTS (ALL TO BE LED)

1. Standards Work lights.

P. PAINT

1. Paint for marine environment- minimum 5-year warranty.

Q. WARRANTY

1. Maximum warranty possible.

R. ADDITIONAL EQUIPMENT

1. High-Speed Hydraulics.
2. Lift Accumulator.
3. Self -Adjusting Backup Alarm.
4. High Air Intake w/Pre-cleaner.
5. Pneumatic, Foam Filled Tires.

S. OTHER FEATURES

1. Operator Presence Sensing System (OPSS).
2. Force-Cooled Wet Disc Brakes.
3. LED Headlights and Rear Work lights.
4. To 2V Electrical System.
5. Hydraulic Multi-gauge.
6. Front Indicator and Rear Combination Lights.
7. Dashless Cabin.
8. Adjustable Air-Ride Seat with Retractable Seat Belts.
9. Integrated Multifunction Display.
10. Tinted Glass to Minimize Glare.
11. Lockable Doors with Greaseable Hinges.
12. Fingertip Hydraulic Controls.
13. Insulated Floor, Cabin Walls, and Doors.
14. Individually Controlled Front/Rear Wipers.

How to Submit Your Bid Response in E-Builder




After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

To submit your proposal:

2. Access the bid package using the “E-builder Invitation.”
3. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.

Ensure that you provide pricing at the level of detail required by the bid manager (if applicable). Some line items may be lump sum, and others may require quantities and unit prices.

- If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
- The Summary box at the top of the page maintains a running total of your entries for reference.

4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.


Recall your Bid Response *(only if necessary)*

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click Submit again.

To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.
Your previous submission information is displayed on the Response Form tab.
3. Click **Submit** to resubmit your bid prior to the bid due date/time.

Additional Notes

- *After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.*
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.
- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- It is recommended that you submit your quote at least 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- Failure to submit all information requested will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

1. **Federal Requirements, Generally.** Contractor shall comply, and contractually require each subcontractor, vendor and supplier to comply, with all federal requirements, including those set forth below. Contractor shall be solely responsible to oversee and ensure compliance with all such requirements, including the collection of documentation necessary to demonstrate compliance to Owner and USDOT.
2. **Title VI, General Civil Rights Provision.** Contractor assures that it will comply with all statutes, Executive Orders, and other such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor from the initial solicitation through the completion of the Contract.
3. **Pursuant to the Grant Agreement, Exhibit B1, Appendix A, during the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:**
 1. **Compliance with Regulations:** The Contractor (including consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Non-discrimination:** The Contractor, with regard to the work performed during the contract, will not discriminate on the grounds of race, creed, color, national origin, sex, age, or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, creed, color, national origin, sex, age, or handicap.
 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or MARAD to be pertinent to ascertain compliance with the same. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will certify to the Owner or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this Contract, the Owner will impose such sanctions as it or MARAD may determine to be appropriate, including, but not limited to a) withholding payments to the Contractor until the Contractor complies; and/or b) cancelling, terminating, or suspending the contract, in whole or in part.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Acts, Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.
4. **Pursuant to the Grant Agreement, Exhibit B1, Appendix E, during the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:**

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid Bidders, sub-Bidders and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

5. No Federal Government Obligation to Third Parties

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Owner, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement. The Contractor agrees to include the above clause in each subcontract for the Program. It is further agreed that the Clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Program. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification

to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. **Records and Reports**

- a. **Records Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible, all records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements, regardless of type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the records retention requirements contained in 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of at not less than ten (10) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide prompt access to USDOT and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required. Contractor is hereby notified that Owner may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F, as amended.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit USDOT and its contractors access to the site(s) of performance under this contract as reasonably may be required.
- e. Contractor agrees to comply with federal regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. Parts 625 and 630, as applicable, and follow applicable federal guidance as it relates to the same.
- f. The Contractor agrees to include the above clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. **Federal Changes.** Contractor shall comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the BUILD Grant and Super Circular 2 CFR Part 200, as may be amended from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract. Contractor agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Davis Bacon Act and Compliance with Copeland Regulations

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL20230202 hereby incorporated in as ATTACHMENT NO. 4** in Bid Related Documents. The Wage Rate Bulletin is subject to change up to ten (10) days prior to the opening of bids. An addendum will be issued for any changes to the Wage Rate Bulletin.

Contractor shall obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. Additionally, Contractor shall request additional classifications through the Project Manager's office when needed.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of construction applicability is available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are still questions concerning the applicability of multiple wage tables.

Contact the Department's Wage Rate Coordinator at (850) 414-4492 if the Department's website cannot be accessed or the Contractor has questions.

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as

provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under Paragraph (1)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site(s) of work in a prominent and accessible place where it can be easily seen by the workers.

(ii) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(iii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer, or will notify the contracting officer within the 30-day period that additional time is necessary.

(iv) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(v) The wage rate (including fringe benefits where appropriate) determined pursuant to Paragraphs (a)(1)(ii) (B) or (C) of this Section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. Whenever the minimum wage

rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(vi) If the contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to Paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Withholding. The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to

Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site(s) of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, their correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 C.F.R. 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits (29 C.F.R. 5.5(a)(3)(i)). Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) The Contractor will submit weekly, a copy of all payrolls to the Jacksonville Port Authority for availability to the Federal Grant Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5. The copy shall be accompanied by a statement signed by the Contractor or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform

with the work he performed.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. Part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (D) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this Section.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and/or Section 231 of Title 31 of the United States Code. (i) The Contractor or subcontractor shall make the records required under Paragraph (a)(3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(e) The prime contractor shall be responsible for submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the Jacksonville Port Authority, the Federal Grant Agency, and the Department of Labor, and will permit such representatives to interview employees during working

hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Federal Grant Agency, that their employment is pursuant to an approved program and shall identify the program (29 C.F.R. 5.5(a)(3)(ii)).

(3) Apprentices and Trainees.

(a) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and

Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The contractor or subcontractor will be required to furnish to the Jacksonville Port Authority or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination (29 CFR 5.5(a)(4)(i)).

- (b) Trainees: Except as provided in 29 C.F.R. 5.16 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training, shall be paid no less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed

until an acceptable program is approved. The contractor or subcontractor will be required to furnish the Jacksonville Port Authority or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved (29 CFR 5.5(a)(4)(ii)).

(c) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this Section shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30 (29 CFR 5.5 (a)(4)(iii)).

(d) Application of 29 CFR Part 5.5 (a)(4). For contracts in excess of \$2,000, the employment of all apprentices and trainees as defined in 29 C.F.R. 5.2(c) shall be subject to the provisions of 29 C.F.R. Part (a)(4)

(e) Enforcement:

i. The Federal Grant Agency shall promulgate the necessary regulations or procedures, for federally assisted construction programs for which it does not contract directly, necessary to ensure that contracts contain the provisions herein or such modifications thereof which have been approved by the Department of Labor. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal Grant Agency after the beginning of construction unless there is on file with the Federal Grant Agency a certification by the contractor that he and his subcontractors have complied or that there is substantial dispute with respect to the required provisions (29 C.F.R. 5.6(a)(1)).

ii. Enforcement activities, including the investigation of complaints of violations, to insure compliance with the requirements of these provisions shall be the primary duty of the Federal Grant Agency. The Department of Labor will coordinate its efforts with the Federal Grant Agency, as may be necessary to ensure consistent enforcement of the requirements of these provisions. Enforcement of these provisions shall be in accordance with 29 C.F.R. 56.

(4) Compliance with Copeland Regulations. The Contractor shall comply with the Copeland Regulations (29 C.F.R. Part 3) of the Secretary of Labor which are herein incorporated by reference (29 C.F.R. 5.5(a)(5)).

(5) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic received compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (6) Violations, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of this provision, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by this provision (29 C.F.R. 5.5(c)(2)).
- (7) Withholding for Unpaid Wages and Liquidated Damages. The Federal Grant Agency may withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages ion (29 C.F.R. 5.5(c)(3)).
- (8) Working Conditions. No contractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 C.F.R. Part 1926) and other occupational and health standards (29 C.F.R. Part 1910) issued by the Department of Labor.
- (9) Subcontractors. The Contractor will insert in each of his subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, as well as a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- (10) Contract Termination; Debarment. A breach of contract clauses found in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as provided in Paragraph 5.6 of the Regulations of the Secretary of Labor as codified in 29 C.F.R. 5.12.
- (11) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (12) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (13) Certification of Eligibility. (i) By entering into this contract, Contractor certifies that neither it nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 U.S.C. 1001.

10. Civil Rights and Equal Employment Opportunity.

Owner is an Equal Opportunity Employer. As such, Owner agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Owner agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by USDOT to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA or USDOT may issue.
- 2) **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following:

employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.

- 3) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.
- 4) **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law, 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.
- 5) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, Owner shall impose such contract sanctions as it, the US Department of Labor, or the USDOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Agreement until the Contractor complies and/or cancellation, termination or suspension of the Agreement, in whole or in part.
- 6) **Flow Down.** This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 or September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

The following statutory and regulatory cites are referred to in this Section as the "Acts and Regulations": Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Special Department of Labor (DOL) EEO clause for Construction Projects (Additional Equal Opportunity clauses for Construction Contracts). The equal opportunity clause published at 41 C.F.R. 601.4(a) and 41 C.F.R. 601.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 F.R. 12319](#), 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of \$10,000.00.

11. Health and Safety Requirements.

- (1) It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standard, 29 C.F.R. Part 1518 and 36 F.R. 7340 promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 83 STAT. 96.

12. Clean Air and Clean Water Quality Standards.

- (1) Any other provision herein to the contrary notwithstanding, the Contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the Contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circulars, which can be obtained free of charge from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.
- (2) Contractors and subcontractors agree:
 - (a) Not to use any violating facilities and that any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
 - (b) To comply with all the inspection and other requirements of the Clean Air Act as amended and the Federal Water Pollution Control Act as amended and all regulations issued thereunder.
 - (c) That as a condition for award of the contract, it will notify the

awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is a prohibited facility or is under consideration to be listed on the EPA List of Violating Facilities.

- (d) To include or cause to be included in any contract or subcontract which exceeds \$150,000.00 at every tier the aforementioned criteria and requirements.
- (3) Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251–1377. Contractor shall report each violation to JAXPORT and understands and agrees that JAXPORT shall, in turn, report each violation as required to USDOT and the appropriate EPA Regional Office. Contractor agrees to include these Clean Water requirements in all subcontracts over \$150,000.00 at every tier.

13. Contractor Purchased Equipment for State or Local Ownership

The OWNER does not allow.

14. Buy American Act

(a) The Bidder shall apply, comply with, and implement all provisions of the Buy American Act, 41 U.S.C. §§ 8301-8305. The Project is a public work of the Federal Government under 41 U.S.C. § 8301.

(b) This section implements 41 U.S.C. §§ 8301-8305, the Buy American Act, by providing a preference for domestic construction material. The Bidder shall not use foreign construction materials in performing this agreement, except that:

(1) the Bidder may use a commercially available off-the-shelf item under 41 U.S.C. § 1907 regardless of its components if the item is manufactured in the United States;

(2) the Bidder may use information technology that is a commercial item;

(3) the Bidder may use foreign construction materials that are listed at 48 C.F.R. 25.104; and

(4) the Bidder may use foreign construction materials if the USDOT has authorized their use under Section 14(d).

(c) If the Bidder uses foreign construction material in violation of Section 14(b), the USDOT may disallow and deny reimbursement of costs incurred by the Bidder and take other remedial actions under Article 16, Exhibit A, and 2 C.F.R. 200.338.

(d) The USDOT may authorize the Bidder to use foreign construction material, by modifying this agreement under section Article 21.1, MARAD GRANT Agreement, if the USDOT determines that:

(1) applying the Buy American statute to the construction material would be impracticable or inconsistent with the public interest;

(2) the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(3) the cost of domestic construction material is unreasonable. The cost of a domestic construction material is unreasonable under Section 14(d)(3) if the cost of that material exceeds the cost of comparable foreign material by more than 6 percent.

(e) The Bidder may request that the USDOT authorize the Bidder to use foreign construction material under Section 18.2(d), MARAD Grant Agreement. If the Bidder makes a request under this Section 18.2(e), the Contractor shall provide adequate information for the USDOT to evaluate the request, including:

(1) a description of the foreign and domestic construction materials;

(2) unit of measure;

(3) quantity;

(4) price, including all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued);

(5) time of delivery or availability;

(6) location of the construction project;

(7) name and address of the proposed supplier;

(8) a detailed justification of the reason for use of foreign construction materials identifying the specific basis for an exception under Section 17(d);

(9) if the Contractor requests authorization under Section 18.2(d)(3), a reasonable survey of the market and a full price comparison measuring the relative costs of the available domestic and foreign construction materials; and

(10) if the Contractor submits the request after contract award, an explanation why the Contractor could not have, before contract award: (A) reasonably foreseen the need for the determination and (B) requested the determination.

(f) The Contractor acknowledges that:

(1) this agreement is not a Government procurement contract;

(2) acquisitions of supplies, services, or construction materials by the Contractor under this agreement are not acquisitions by the Government; and

(3) the Free Trade Agreement exceptions to the Buy American Act as provided by 48 C.F.R. Part 25, Subpart 25.4 are inapplicable to this agreement.

(g) In Section 18.2, the following definitions apply:

“commercially available off-the-shelf (COTS) item”

(1) means any item of supply (including construction material) that is: (A) a commercial item as defined by 48 C.F.R. § 2.101; (B) sold in substantial quantities in the commercial marketplace; and (C) offered to the Government, under an agreement, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) does not include bulk cargo, as defined in 46 U.S.C. § 40102(4), such as agricultural products and petroleum products.

“construction material” means an article, material, or supply brought to the construction site by the Contractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“cost of components”

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“domestic construction material”

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if:

(A) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which no availability determinations have been made are treated as domestic; or

(B) the construction material is a COTS item.

“foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

15. Contract Work Hours & Safety Standards Act (Contracts over \$250,000).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 1 of this Section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this Section, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this Section.

(3) Withholding for unpaid wages and liquidated damages. The Contractor shall, upon its own action or upon written request of USDOL, withhold or cause to be withheld, from any monies payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this Section.

(4) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by all subcontractors or lower tier subcontractors with the clauses set forth in this Section.

16. Seismic Safety

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations, 49 C.F.R. 41, and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 C.F.R. 41 and the certification of compliance issued on the project.

17. Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

18. ADA Access

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities

Act,” 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (10) Any implementing requirements USDOT may issue. Contractor agrees to include the above clause in each subcontract for the Project.

19. Veterans Preference

To the extent practicable, the Contractor agrees to give a hiring preference to veterans of the United States (as defined in 5 U.S.C. § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 U.S.C. Chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee. Contractor agrees to include the above clause in each subcontract for the Project.

20. Motor Carrier Safety

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (a) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. Part 387, if it is engaged in operations requiring compliance with 49 C.F.R. Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (b) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. Part 387, and reduce the amount of insurance the Bidder must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- (c) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. Parts 390–397, to the extent applicable; and
- (d) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. Part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 C.F.R. Part 382, and implementing federal guidance, to the extent applicable.

Contractor agrees to include the above clause in each subcontract for the Project.

21. Safe Operation of Motor Vehicles

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Owner. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractor agrees to include the above clause in each subcontract for the Project.

22. Protection of Sensitive and Personally Identifiable Information

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the USDOT or pass-through entity designates as sensitive. Contractor agrees to include the above clause in each subcontract for the Project.

Sensitive Security Information. If Owner or any federal agency, such as the United States Department of Transportation, Federal Transit Administration, Department of Homeland Security or the Transportation Security Administration, designates the construction plans, drawings or any other documents as containing sensitive security information, the Contractor shall not, during the term of this Agreement and forever thereafter, divulge, furnish or make available the sensitive security information to any third person, firm or organization, without Owner's knowledge and prior written consent, including requests for said information made in the course of judicial or legislative proceedings where such information has been properly subpoenaed, and also including releasing and reproducing the security sensitive information within the Contractor's firm and among the Contractor's subcontractors. The Contractor agrees to execute and comply with any Nondisclosure Agreement required by Owner to protect against the dissemination of any information that has been designated as sensitive security information. Violation of the federal regulations regarding sensitive security information is grounds for a civil penalty and other enforcement or corrective action by USDOT. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure.

23. Trafficking Victims Protection Act of 2000 (TVPA)

Contractor agrees that it and its employees that participate in the Agreement may not engage in any form of trafficking in persons during the period of time that the Agreement is in effect, procure a commercial sex act during the period of time that the Agreement is in effect, or use forced labor in the performance of the Agreement or sub agreements thereunder. Violation of this provision provides Owner the right to unilaterally terminate the Agreement. Contractor agrees to include the above clause in each subcontract for the Project.

24. Certification Regarding Federal Tax Liability and Recent Felony Convictions

By submitting a bid or otherwise attempting to enter into a Contract, the Contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Contractor agrees to include the above certification in each subcontract for the Project.

25. Construction Site Safety

The Contractor agrees that it and its subcontractors at all tiers will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. Part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. Part 1910; and “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

26. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

27. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such

entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under Subchapter M of Chapter I of 22 C.F.R.;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to Part 774 of the Export Administration Regulations under Subchapter C of Chapter VII of 15 C.F.R., and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by 10 C.F.R. Part 810 (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by 10 C.F.R. Part 110 (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by 7 C.F.R. Part 331, 9 C.F.R. Part 12, or 42 C.F.R. Part 73; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits Owner from procuring or obtaining, or extending or renewing a contract to procure or obtain,

any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system related to this Project. For this Project, the Contractor is prohibited from providing to Owner any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Regarding this Project, Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits Owner on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in Paragraph (d)(2) of this clause to Owner immediately.

(e) *Flow down requirement.* Contractor agrees to include the above clause in each subcontract for the Project.

28. Foreign Market Restrictions

The Contractor shall not allow funds provided under this Contract to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM

MARAD FY 2022 PIDP Grant No. 693JF72344033

702232PIDG 2023 1JE23433AP 1JE2344033 0000150000 41010 61006600 — \$13,298,625
70X1713D22 2023 1JE23433AP 1JE2344033 0000150000 41010 61006600 — \$10,219,375

This agreement is between the United States Department of Transportation Maritime Administration (“MARAD”) and the Jacksonville Port Authority (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a PIDP Grant for the JAXPORT EXPRESS Project.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grants,” dated December 19, 2022, which is available at <https://www.maritime.dot.gov/grants-finances/federal-grant-assistance/fy-22-pidp-general-terms-conditions>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the PIDP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the PIDP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS

- 2.1 Buy America Certifications.** Prior to entering into contracts to procure equipment under this Project, the Recipient agrees to provide to MARAD Buy America certifications attesting that each piece of equipment procured under this award meets the Buy America requirements outlined in section 13.2 and exhibit B, term B.5, of this agreement.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: The JAXPORT EXPRESS Project: EXemplifying Potential to Reduce Emissions with Sustainable Solutions

Application Date: May 16, 2022

2. Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: WFPRH5GHJLF8

3. Recipient Contact(s).

Justin Ryan
Manager, FTZ and Grants Administration
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3417
(904) 357-3072
Justin.Ryan@jaxport.com

and

Kelsey Cox
Senior Director, Engineering & Construction
Jacksonville Port Authority
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and

Beth McCague
Chief Financial Officer/Chief of Staff
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3417
(904) 357-3061
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and

Retta Rogers

Manager, Procurement Services
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3417
(904) 357-3058
Retta.Rogers@jaxport.com

4. Recipient Key Personnel.

None.

5. MARAD Project Contact(s).

Kelly Mitchell-Carroll
Grants and Cooperative Agreement Officer
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422
Mailstop 5
(202) 366-9714
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and

David Bohnet
Supervisory Grant Management Specialist
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

6. Payment System.

MARAD Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

MARAD Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

Federal Award Identification Number: 693JF72344033

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The Project includes three components that consist of the following five primary elements: 1) installation of electrified refrigerated container stacks; 2) procurement of six hybrid-electric rubber-tired gantry cranes; 3) procurement of 16 battery-electric forklifts, ten battery-electric yard tractors, and seven Tier 4 diesel top picks; 4) installation of 15 high-power direct current fast charging stations and make-ready stub-outs; and 5) development of a replaceable and scalable plan for transitioning the port and local maritime industry to zero-emission technologies.

2. Statement of Work.

The Project will develop a replicable and scalable plan for transitioning the Recipient and the local maritime industry towards decarbonization, achieve immediate and substantial reductions of greenhouse gas and criteria air pollutant emissions, and increase cargo capacity, efficiency, safety, and throughput for international and domestic trade across multiple terminals at the Port of Jacksonville, a coastal seaport in Duval County, Florida.

The capital components of the Project span two terminals: SSA Jacksonville LLC's (SSA) Blount Island Jacksonville Container Terminal (JCT) (under active construction with support from a 2019 BUILD grant) and Crowley's Talleyrand Marine Terminal (TMT). Combined, these two terminals span 143 acres and moved 601,963 twenty-foot equivalent units (TEU) in 2022.

The Project includes three components enabling substantial emissions reductions:

- Component 1 – Cargo Handling Equipment Purchase & Grant Administration
 - Cargo Handling Equipment Purchase
 - Six hybrid-electric rubber-tired gantry (RTG) cranes to increase cargo capacity and reduce fuel consumption (includes delivery, commissioning, and initiating operations)
 - Sixteen battery-electric forklifts
 - Ten battery-electric yard tractors
 - Seven Tier 4 diesel top picks to reduce emissions and reliance on fossil fuels (includes delivery, commissioning, and initiating operations)
 - Grant Administration
 - Development of a Port and Maritime Electrification Plan (PMEP)—a replicable and scalable plan for transitioning the Port of Jacksonville, the local maritime industry, and other similar ports to zero-emission technologies
 - Workforce development
 - Technology and knowledge management transfer
 - Grant administration

- Component 2 – Electrified Refrigerator Container Stacks Installation
 - Purchase and installation of a stacked system with 160 plugs to support the grid-tied storage of 160 refrigerated containers on the terminal to improve the efficiency of moving refrigerated cargo, decrease diesel use, and reduce related air quality impacts compared to existing operations by enabling inefficient diesel-powered refrigerated containers to rely on grid electricity for cooling systems

- Component 3 – Charging Stations and Stub-Outs Installation
 - Purchase and installation of 15 high-power direct current fast charging stations and an additional five make-ready stub-outs supporting zero-emission cargo handling equipment

3. Documents Describing Mitigation Activities.

Document Description	Date
<p>Florida Division of Historical Resources (FLSHPO) Section 106 consultation correspondence: FLSHPO agrees that the Project will not adversely affect any historic properties. FLSHPO requires all subsurface activities related to the Project cease and they be contacted if any prehistoric or historic artifacts are encountered within the Project area; project activities will not resume without verbal and/or written authorization from FLSHPO. FLSHPO further requires all work stop immediately and the proper authorities be contacted if any unmarked human remains are encountered during project activities in accordance with Section 872.05, Florida Statutes.</p>	<p>March 31, 2023</p>

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: May 1, 2027

Period of Performance End Date: April 1, 2030

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Cargo Handling Equipment Purchase & Grant Administration Start Date:	August 15, 2023
Planned Electrified Refrigerator Container Stacks Installation Start Date:	August 15, 2023
Planned Charging Stations and Stub-Outs Installation Start Date:	August 15, 2023
Planned Electrified Refrigerator Container Stacks Installation Substantial Completion Date:	October 1, 2024
Planned Charging Stations and Stub-Outs Installation Substantial Completion Date:	January 1, 2025
Planned Cargo Handling Equipment Purchase & Grant Administration Substantial Completion Date:	July 1, 2026

3. Special Milestone Deadlines.

Milestone	Deadline Date
Execution of Port Performance Memorandum of Understanding with USDOT	Within 30 days from the execution date of the Grant Agreement

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

PIDP Grant Amount: \$23,518,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs

	Component 1: Cargo Handling Equipment Purchase & Grant Administration	Component 2: Electrified Refrigerator Container Stacks Installation	Component 3: Charging Stations and Stub-Outs Installation	Total
PIDP Funds:	\$19,013,500	\$3,850,000	\$654,500	\$23,518,000
Non-Federal Funds ¹ :	\$19,013,500	\$3,850,000	\$654,500	\$23,518,000
Total:	\$38,027,000	\$7,700,000	\$1,309,000	\$47,036,000

4. Cost Classification Table.

Cost Classification	Total Costs	Eligible Costs
Administrative and legal expenses	\$1,350,000	\$1,350,000
Construction	\$7,909,000	\$7,909,000
Equipment	\$37,777,000	\$37,777,000
Project Total	\$47,036,000	\$47,036,000

5. Approved Pre-award Costs

None. MARAD has not approved under this award any pre-award costs under 2 C.F.R. 200.458 and/or 46 U.S.C. 54301(a)(10)(B). Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, MARAD will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by MARAD before being included in the Project costs and documented in this section 5. See section 14.3(b) of the General Terms and Conditions.

¹ Jacksonville Port Authority

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: None.

Schedule: None.

Budget: None.

**SCHEDULE F
PIDP DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Urban

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community Designation.

HDC Designation: Yes

4. Funding Act.

Funding Act	Amount
IIJA	\$13,298,625
FY2021 Rollover	\$10,219,375

**SCHEDULE G
PIDP PERFORMANCE MEASUREMENT INFORMATION**

Study Area: SSA’s JCT and Crowley’s TMT in Jacksonville, FL

Baseline Measurement Date: July 1, 2022 – June 30, 2023

Baseline Report Date: August 31, 2023

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Freight Movements	Economic Competitiveness Number of TEU/Railcar/Truck movements over Project study area.	Quarterly
Cargo Lifts	Economic Competitiveness Cargo lifts performed in the Project study area.	Quarterly
Greenhouse Gas (GHG) Emissions	Environmental Sustainability The total calculated GHG emissions, carbon monoxide and particulate matter, for the applicable modal model for elements defined in the Project study area.	Annual

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
X	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
X	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
X	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
X	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, and the installation of electric vehicle charging stations by including the following:

- Installation of up to 160 electrified racks/stacks for refrigerated containers (reefer racks) to increase cargo throughput and reduce diesel and energy demand.
- Procurement of six hybrid-electric RTG cranes to increase cargo capacity and reduce fuel consumption.
- Procurement of 16 battery-electric forklifts, ten battery-electric yard tractors, and seven Tier 4 diesel top picks to reduce emissions and reliance on fossil fuels.
- Installation of 15 high-power direct current fast charging stations and additional five make-ready stub-outs supporting zero-emission equipment.

The Project promotes energy efficiency in the following ways:

- The reefer stacks will reduce refrigerated cargo energy demands by as much as 17% (i.e., 12.6° F).
- The transition to hybrid RTGs and RTG stacks will greatly improve the efficiency of moving goods through SSA's JCT by increasing cargo throughput capacity and speeds compared to existing top pick operations (up to 85% savings), achieve reductions in diesel fuel consumption (greater than 90% fuel savings), and enable consolidation in the terminal that provides added benefits for additional cargo operations and efficiencies. Moreover, the transition to hybrid RTGs will support up to a 21% increase in static cargo capacity at SSA's JCT, improving the performance of the terminal and supporting greater cargo diversion away from Jacksonville's more heavily-populated areas.

The Project improves disaster preparedness and resiliency in the following ways:

- All technologies deployed under this Project will be evaluated for their ability to improve operational safety as well as their compliance with leading safety and cybersecurity standards to nearly eliminate the risk of cyber-attacks impacting the deployed equipment and technologies.
- The primary reliability enhancements from zero-emission equipment come from long-term reliability around costs of electricity and the ability to deploy future microgrids to enable "islanding" from the electrical grid for enhanced resilience during grid events and severe weather.
- Expanding the number of grid-tied plugs in the reefer stacks will support responding to public health emergencies by ensuring the safety and quality of refrigerated cargoes, such as medicines, foodstuffs, and vaccines.

The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, including the following:

- The JAXPORT EXPRESS Project will become one of the first flagship initiatives in furtherance of Recipient's nascent commitments to sustainability. The Project intends to utilize the PMEP as a means of substantial community engagement—guided by a Public Involvement Plan—and will include in the PMEP process the creation of an Equity Development and Inclusion Plan that supports greater engagement with underrepresented populations and establishes concrete actions to be undertaken to deliver greater benefits to these communities, which include Historically Disadvantaged Communities and those identified in the EPA's Environmental Justice Screening and Mapping Tool (EJSCREEN) as suffering elevated levels of air pollution, water contamination, and traffic burdens.

**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project will develop an equity impact analysis as part of the Equity Development and Inclusion Plan within the PMEP to increase equity-focused policies related to Project procurement, material sourcing, construction, inspection, and other activities to ensure rapid equity in Project delivery and implementation.

**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ol style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

The Recipient or a project partner will support the free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs.

- Current operations at Crowley’s TMT facility are provided by labor from the local Teamsters Union while operations at SSA’s JCT are provided by the local International Longshoremens’ Association. The Project will create dozens of

temporary and permanent jobs, the benefits of which will accrue to members from underrepresented communities around the Port and northern Florida.

- Project partners are actively enhancing their commitments to equity and workforce development through targeted investments in workforce development curricula, engaging members from underrepresented communities to understand challenges and opportunities for greater representation, and collaborating with non-profit organizations committed to equity and sustainability.
- As part of the Project, the Project partners will increase coordination with local workforce development initiatives including collaboration with the University of North Florida's Crowley Center for Transportation and Logistics, providing students within the program direct access to Project data for educational instruction and data analysis.
- The PMEP will include the development of a Zero-Emission Workforce Development Strategy to support future investment in collaborations with labor organizations; identify how the zero-emission transition will benefit workers that are currently underrepresented in relevant jobs, including women, people of color, people with disabilities, people with criminal records, and other groups that face systemic barriers to employment; and evaluate the anticipated socioeconomic benefits of the zero-emission transition.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

JACKSONVILLE PORT AUTHORITY

Aug 16, 2023

Date

By:

Eric B. Green

Eric B. Green (Aug 16, 2023 11:11 EDT)

Signature of Recipient's Authorized Representative

Eric B. Green

Name

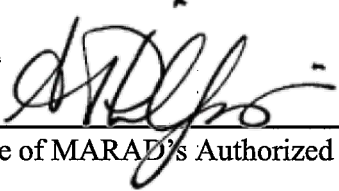
Chief Executive Officer

Title

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION MARITIME
ADMINISTRATION

08/16/2023 By: 
Date Signature of MARAD's Authorized Representative

Ann C. Phillips
Name

Maritime Administrator
Title

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**EXHIBITS TO MARAD GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM**

NOVEMBER 28, 2022

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 PIDP Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act – 42 U.S.C. §§ 7401, et seq.
- i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- k. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- l. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- m. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, 42 U.S.C. 1996
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- w. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- y. Americans with Disabilities Act of 1990 - 42 U.S.C. §§ 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- bb. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- cc. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352

- dd. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ee. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- ff. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- gg. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- hh. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- ii. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- jj. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- kk. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- ll. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- mm. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- nn. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
- rr. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or

- part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
 - g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
 - h. New Restrictions on Lobbying – 49 C.F.R. Part 20
 - i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
 - j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
 - k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
 - l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
 - m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
 - n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
 - o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
 - p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
 - q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
 - r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)
 - s. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 C.F.R. Part 381

Specific assurances required to be included in the FY 2022 PIDP Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 PIDP, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Maritime Administration (MARAD), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including MARAD.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 PIDP grant:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 PIDP Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing MARAD's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by MARAD. You must keep records, reports, and submit the material for review upon request to MARAD, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal

financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 PIDP. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 PIDP.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 46 U.S.C. 54301, the Regulations for the Administration of FY 2022 PIDP, and the policies and procedures prescribed by the Maritime Administration (MARAD) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring MARAD approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 PIDP, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 PIDP Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior MARAD approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition. If**

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this term B.3, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this term B.3, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this term B.3, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this term B.3, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

TERM B.5
**REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS,
AND CONSTRUCTION MATERIALS**

This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents,

and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 PIDP are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of MARAD, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and MARAD. Some projects will have a more extensive quarterly status than others. For smaller projects, MARAD may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

 - (a) Project Overall Status.** This section provides an overall status of the project’s scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
 - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project’s scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
 - (e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and MARAD. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

"General Decision Number: FL20230202 11/03/2023

Superseded General Decision Number: FL20220202

State: Florida

Construction Type: Building

County: Duval County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	02/03/2023
3	03/24/2023
4	05/05/2023
5	07/07/2023
6	09/15/2023
7	09/29/2023
8	10/13/2023
9	10/27/2023
10	11/03/2023

ASBE0013-001 05/15/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.00	12.30

CARP0702-001 08/01/2020

	Rates	Fringes
CARPENTER (Includes Drywall Hanging and Form Work).....	\$ 23.63	13.30

ELEC0177-004 01/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 32.31	14.20

PAID HOLIDAYS: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, The Day after Thanksgiving and Christmas Day.

ELEV0049-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20

OPERATOR: Oiler.....\$ 23.50 9.20

IRON0402-001 10/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 27.75 15.27

* PLUM0234-006 09/21/2023

Rates Fringes

PLUMBER.....\$ 35.09 16.50

* PLUM0234-011 09/21/2023

Rates Fringes

PIPEFITTER (Includes HVAC
Pipe and Unit Installation).....\$ 35.09 16.50

SFFL0821-004 07/02/2023

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....\$ 32.03 22.15

SHEE0435-003 10/01/2023

Rates Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....\$ 27.88 16.14

A: Holiday Pay: New Year's Day, Memorial Day, July Fourth,
Labor Day, Thanksgiving Day, Day after Thanksgiving and
Christmas Day

* SUFL2014-010 08/16/2016

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 17.38 0.00

IRONWORKER, REINFORCING.....\$ 22.81 11.58

IRONWORKER, STRUCTURAL.....\$ 17.66 4.49

LABORER: Common or General,
Including Cement Mason Tending...\$ 13.62 ** 0.00

LABORER: Pipelayer.....\$ 13.73 ** 1.07

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 14.44 ** 1.40

OPERATOR: Bulldozer.....\$ 15.40 ** 1.90

OPERATOR: Grader/Blade.....\$ 18.97 0.00

OPERATOR: Loader.....\$ 14.83 ** 1.84

OPERATOR: Roller.....\$ 14.43 ** 4.78

PAINTER: Brush, Roller and Spray.....	\$ 15.62 **	2.05
ROOFER.....	\$ 16.99	0.00
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

_____ Signature	_____ Company Name
_____ Name of Official (type or print)	_____ Business Address
	_____ City, State, Zip Code

SECTION II

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____

_____ Signature	_____ Company Name
_____ Print Name of Certifying Official	_____ Business Address
	_____ City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position/Relationship with Bidder _____

EXHIBIT B

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed
(name of individual signing)

his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost effective manner;

The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.

Company Name Name of Official *(Please Print)*

Signature of Principal Title Date